



## Regular Meeting Agenda

Diamondhead Education Center  
200 W. Burnsville Parkway  
Burnsville, MN 55337  
April 9, 2015  
6:30 PM

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

I. Call to Order

- A. Welcome
- B. Pledge of Allegiance
- C. Public Recognition - Nicollet Junior High AVID National Demonstration School

II. Business Meeting

- A. Approval of Agenda
- B. Consent Agenda

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

1. Minutes	3
2. Human Resources	6
3. Donations	8
4. Payroll, Expenditures, Receipts, and Investments	11
5. Budget Analysis	45
6. Designate the Identified Official with the Authority to Authorize User Access to Minnesota Department of Education (MDE)	52
7. Approve Report on Achievement and Integration Annual Budget FY16	53
8. Approve an Extended Field Trip for Burnsville High School Band and Choir	89
Students to Travel to Ireland from March 19-27, 2016	
9. Approve an Extended Field Trip for Metcalf Junior High Chess Club Students to Travel to Louisville, KY from April 23-28, 2015	90

III. New Business

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

A. Approve PreferredOne as the District’s Third Party Administrator and the FY16 Premiums and Rates for Employee Benefits	97
<b>Speaker(s):</b> Stacey Sovine, Executive Director of Human Resources	
B. Approve the 10-year Alternative Facilities Plan	92
<b>Speaker(s):</b> Lisa Rider, Executive Director of Business Services	
C. Adopt a Resolution Awarding the Sale of 2015 General Obligation Building Bonds	108
<b>Speaker(s):</b> Lisa Rider, Executive Director of Business Services	
D. Award the Bid for Lower Level Remodel of Diamondhead	149
<b>Speaker(s):</b> Lisa Rider, Executive Director of Business Services	
E. Award the Bid for 2015 Nicollet Locker Room Alterations	152
<b>Speaker(s):</b> Lisa Rider, Executive Director of Business Services	
F. Award the 2015 Sky Oaks Alterations Bid	155
<b>Speaker(s):</b> Lisa Rider, Executive Director of Business Services	
G. Approve Durham Contract Extension for 2015-2016	158
<b>Speaker(s):</b> Lisa Rider, Executive Director of Business Services	
H. Approve Contract with ATS&R under Construction Manager as Advisor model (Wenck Construction)	196
<b>Speaker(s):</b> Lisa Rider, Executive Director of Business Services	
I. Approve, on a First Reading Basis, Board Policies 509: <i>Enrollment of Nonresident Students</i> , 201: <i>Legal Status of the School Board</i> , 202: <i>School Board Officers</i> , 203: <i>Operations of the School Board</i> , 203.1: <i>School Board Procedures: Rules of Order</i> , 203.2: <i>Order of the Regular School Board Meeting</i> , 203.5: <i>School Board Meeting Agenda</i> , 203.6: <i>Consent Agenda</i>	226
<b>Speaker(s):</b> Dr. Joe Gothard, Superintendent	
IV. Reports	
A. Student Representative	
B. Superintendent	
C. Board Members	
V. Adjourn	

School Board Minutes  
 INDEPENDENT SCHOOL DISTRICT 191  
 March 12, 2015

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

Call to Order

Directors Currier, Alt, Schmid, Sweep, Hill and Chair VandenBoom were present. Director Luth was absent. Others in attendance were Superintendent Gothard, Student Representative Davidson, administrators, staff and members of the public.

Attendance

VandenBoom welcomed the audience and asked J. Kenney, executive assistant to lead the Pledge of Allegiance.

Pledge of Allegiance

VandenBoom recognized Dr. Joe Gothard, superintendent for earning his doctorate degree.

Public Recognition

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

Agenda

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

Consent Agenda Minutes

- Minutes of the February 26, 2015 board meeting; March 5, 2015 special board meeting; and March 6, 2015 board retreat.
- Approve personnel recommendations for D. Darsow, G. Busse, A. Abbe, S. Jorgenson, L. Hilchey, H. Knight, N. Scott, A. Jaryan, M. McClellan, P. MacDonald and D. Peterson.
- Adopt resolution approving and accepting donations.
- Approve, on a second reading basis, Board Policies 601: *School District Curriculum and Instruction Goals*; 603: *Curriculum Development*; 612.1: *Title I Family Involvement*; and 616: *School District Accountability* and rescinds Board Policies IF, KAA and IE.
- Approve an extended field trip for Burnsville High School Travel Club students to travel to Peru from June 13, 2016 to June 23, 2016.
- Approve an extended field trip for Burnsville High School students to travel to Costa Rica from July 23, 2015 to August 1, 2015.

Personnel

Donations  
 Policies 601,  
 603, 612.1 and  
 616

Extended Field  
 Trips

Motion carried (6, 0).

Received a report from Cindy Amoroso, assistant superintendent and Dawn Willson, director of health services on Minnesota Student

Report on MN  
 Student Survey

## Survey Data.

Moved by Sweep, seconded by Currier, to approve the agreement between ISD191 Burnsville-Eagan-Savage Public Schools and Construction Manager, Wenck Construction, Inc. (WCI). Motion carried after discussion (6, 0).

Moved by Hill, seconded by Sweep, to award the base bid of (\$174,995.99) add alternate #1 (\$40,145.75) add alternate #2 (\$60,712.80) and deduct alternate #3 (-44,569.63) to McNamara Contracting Inc. for the total amount of \$231,284.91. Motion carried after discussion (6, 0).

Moved by Currier, seconded by Alt, to award the base bid in the amount of (\$1,600,865.00) for the Rahn Elementary School and Eagle Ridge Junior High School 2015 roof rehabilitation project to Central Roofing Company. Motion carried after discussion (6, 0).

Moved by Schmid, seconded by Sweep, to adopt the resolution providing for the sale of General Obligation School Building Bonds, Series 2015A; and 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 these bonds. Motion carried after discussion (6, 0 with Currier, Alt, VandenBoom, Hill, Sweep and Schmid voting in favor and none against).

Received oral reports from Student Representative Davidson, Superintendent Gothard, and reports from Directors Alt, Currier, Schmid and Chair VandenBoom.

Moved by Alt, seconded by Sweep, to adjourn to a board workshop at 8:07 p.m. Motion carried (6, 0).

The board workshop began at 8:15 p.m. and concluded at 9:27 p.m. The purpose of the workshop was refunding review and Q&A with Elhers; health insurance update; and FY 16 budget discussion.

Data

Construction  
ManagerAward Bids  
Alt. 1 & 2Roof  
RehabilitationSale of Building  
Bonds

Reports

Adjourn to board  
workshop

Board workshop

April 9, 2015

DeeDee Currier, Clerk

Date Approved

School Board Minutes  
INDEPENDENT SCHOOL DISTRICT 191  
March 16, 2015

The workshop of the Board of Education was called to order by Chair VandenBoom at 6:00 p.m. at the Administrative Services Center, 100 River Ridge Court, Burnsville, MN, 55337.

Call to Order

Members present: Directors Currier, Alt, Luth, Hill, Sweep, Schmid and Chair VandenBoom. Others in attendance were Dr. Gothard, G. Simon, L. Rider, A. Hoffman, C. Slania, E. Anderson, and R. Peterson.

Attendance

The following topics were discussed:  
1.) Site plan review  
2.) FY 16 Budget

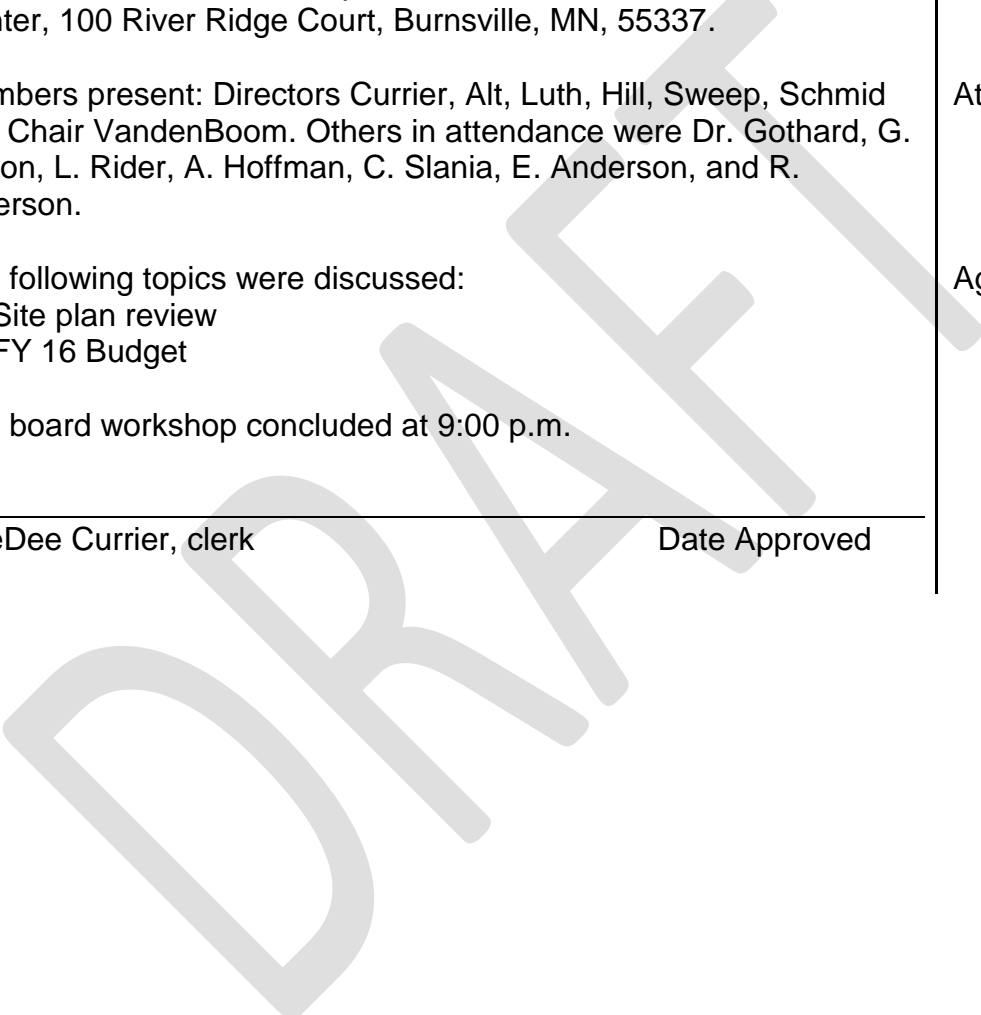
Agenda

The board workshop concluded at 9:00 p.m.

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DeeDee Currier, clerk

Date Approved



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

TO: Members, Board of Education  
Joe Gothard, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: April 9, 2015

RE: Recommended Personnel Changes

**Certified  
Appointment**

Erika Berger -Replacement-Long term substitute, Vocal Music, 1.0 FTE, GP, effective 3/9/15 - 6/5/15

Madeline Bires -Replacement-Long term substitute, ESL, 1.0 FTE, HB, effective 3/30/15

Nancy Mosher -Replacement-Long term substitute, Math Interventionist, 1.0 FTE, Neill, effective 3/9/15 - 5/15/15

**Leave of Absence**

Kelly Bielke -Teacher, Neill, requests a 1.0 FTE parental leave of absence, effective 4/20/15 - 5/15/15

Brianna Nierengarten -Psychologist, Secondary Cluster, requests a 1.0 FTE parental leave of absence, effective 5/4/15 - 6/5/15

Jessica Perry -Teacher (currently on leave), requests a 1.0 FTE general leave of absence, effective 4/1/15 - 6/5/15

Bethany Schoeneck -Teacher, GP, requests a 1.0 FTE parental leave of absence, effective 4/24/15 - 6/5/15

Sharon Smith-Lossiah \*Teacher (currently on leave), requests a professional leave of absence, effective 2015/16 school year

Danielle Wadell -Teacher, Rahn, requests a 1.0 FTE parental leave of absence, effective 2015/16 school year

**Resignation**

Diane Black -Teacher, SO, effective 6/5/15

**Retirement**

Lawrence (Bill) Daily \*Teacher, BHS, after 41 years in the District, effective 6/5/15

Julie Hoostal \*Teacher, HV, after 17 years in the District, effective 6/5/15

Bonnie Olson \*Teacher, ECFE, after 22 years in the District, effective 6/30/15

**Classified**  
**Appointment**

Trudy Bliese

-Replacement-Food Service Associate, 3.25 hrs/day, ERJH,  
effective 4/1/15

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**Release During Probation**

Bobbi Li Sutherland

-Food Service Manager, MWS, effective 3/17/15

Bryan Knutsen

-Custodian, MWS/HB, effective 3/20/15

**Resignation**

Renee Long

-EA Level 4, MWS, effective 3/17/15

Diana Merwin

\*SPED, Neill, effective 4/1/15

Robert Romansky

- District Technology Coordinator, ASC, 4/2/15

**Retirement**

Susan Keough

-HR, ASC, after 10 years in the District, effective 6/30/15

Karin Robinson

-SPED EA (currently on leave), after 9 years in the District,  
effective 4/24/15

**Community Education**

**Appointment**

Karen Sampers

-New-Early Childhood Assistant, 8 hrs/day, DEC, effective  
3/1/15

**Resignation**

Angela Walczak

-Team Coordinator, SO, effective 4/10/15



**Agenda II.B.3  
April 9, 2015**

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

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

**Date:** April 2, 2015

**Re:** Donations

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

**RESOLUTION TO APPROVE AND ACCEPT DONATIONS**

**WHEREAS,**

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

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

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on April 9, 2015.

\_\_\_\_\_  
Bob VandenBoom  
Chair - Board of Education

\_\_\_\_\_  
DeeDee Currier  
Clerk – Board of Education

Date Received	Donor	Recipient	Purpose	Donation
3/31/2015	Ronald Roelke	BrainPower in a BackPack	BrainPower in a BackPack Food	\$ 25.00
3/30/2015	Kitta Teso	Harriet Bishop Elementary	To help support our students and staff	\$ 50.00
3/17/2015	Wells Fargo	Eagle Ridge Junior High	General	\$ 360.00
3/17/2015	Wells Fargo	Eagle Ridge Junior High	Band/Music 50/50	\$ 32.30
3/17/2015	Wells Fargo	Eagle Ridge Junior High	General	\$ 230.76
3/18/2015	Youth Service America	Harriet Bishop Elementary	to be used by the Student Service Club	\$ 400.00
3/17/2015	Minnesota Alliance With Youth	Harriet Bishop Elementary	To be used by the Student Service Club	\$ 340.00
3/17/2015	Prior Lake - Savage Optimist	Harriet Bishop Elementary	To go to the Service Club to use on the Savage Service Day Activities	\$ 250.00
3/16/2015	Burnsville Lion's Club	M.W. Savage	MW Savage School Media Center	\$ 6,000.00
3/12/2015	Sheryl and Mike Burkhardt	BrainPower in a BackPack	BrainPower in a BackPack food	\$ 50.00
2/18/2015	Wells Fargo	Hidden Valley Elementary	Building beautification and playground fund	\$ 60.00
2/18/2015	Robin Swanson	Hidden Valley Elementary	Building beautification and playground fund	\$ 60.00
3/12/2015	Rahn PTO	BrainPower in a BackPack	BrainPower in a BackPack food	\$ 1,000.00
3/10/2015	New Spirit United Church of Christ	BrainPower in a BackPack	BrainPower in a BackPack food	\$ 103.00
3/3/2015	Dakota Electric Association	Bowls for BrainPower Sponsorship	To help pay for the soup at Bowls for BrainPower	\$ 250.00
3/3/2015	Dakota Electric Association	BrainPower in a BackPack	BrainPower in a BackPack food	\$ 250.00
3/9/2015	John Harris	BHS Mraz Center	No Terms	\$ 125.00
3/9/2015	Janice Drymon	BHS Mraz Center	No Terms	\$ 120.00
3/9/2015	Linda Hannasch	Burnsville Mraz Center	No Terms	\$ 120.00
2/16/2015	Burnsville Lion's Club	Burnsville High School	Scholarship Fund	\$ 10,000.00
2/9/2015	Target Corporation	Burnsville High School	2015 Take Charge of Education Target Check	\$ 4,077.82

3/6/2015	Kalena Bush	Rahn Elementary	clothing for school children	clothes, coats and shoes
3/2/2015	Cindy Drahos	Burnsville High School	Education	2001 Toyota Camry
12/1/2014	Barbara Ryan	Burnsville High School	Students will use vehicle to practice auto body, practice skills and study workings and then scrap when done.	1993 Ford Escort
3/6/2015	Kind Snacks	Eagle Ridge Junior High	800 Kind Bars for Random Acts of Kindness week and 500 bars for our MCA testers.	1300 Kind bars

Total monetary contributions to accept: **\$16,215.82**



**Agenda II.B.4  
April 9th, 2015**

**TO: Dr. Joe Gothard, Superintendent and Board of Education**  
**FROM: Lisa K. Rider, Executive Director of Business Services**  
**DATE: April 9th, 2015**  
**RE: February Payroll, Claims and Receipts**

**RECOMMENDATION:** That the Board approves February payroll checks numbered 718030-718058, and Direct Deposit notices numbered 563285-566404, in the net amount of \$3,822,724.98. Feb & Mar claims to date represented by checks numbered 438116-438758, 1012412-1012657, 103-104, and 101026-101035 and wire transfers and adjustments totaling \$7,173,479.26. Also, that the Board accepts Feb receipts of \$11,412,411.09 and investments for the General Fund, 2012A Alt Facilities, and OPEB of \$43,532,445.36 as of February 28, 2015.

February payroll, wire transfers, claims and receipts have been prepared under the direction of Gordon Winterlin, Director of Accounting, and are presented for approval by the School Board. I would be glad to answer any questions.

LKR/mw

**INDEPENDENT SCHOOL DISTRICT 191  
FINANCIAL REPORT  
FEBRUARY 2015**

**Cash Receipts**

Receipts	\$11,412,411.09
Miscellaneous Adjustments	<u>\$0.00</u>

**TOTAL FEB CASH RECEIVED**11,412,411.09**CASH DISBURSEMENTS**

Feb

Regular Payroll Checks	718030-718058	\$3,822,724.98
Direct Deposit Notices	563285-566404	

Jan Payables previously approved:		\$296,632.99
Feb Claims previously approved:		\$361,679.73

Feb Claims:	438116-438330	\$1,434,067.83
	438402-438463	
	103-104	
	1012412-1012520	
	101026-101029	

Feb Wire Transfers		\$4,872,127.51
Miscellaneous Adjustments		<u>\$21,084.74</u>

**TOTAL FEB CASH DISBURSED**10,808,317.78**TOTAL EXPENSES TO BE APPROVED**

Feb Cash Disbursed		\$10,808,317.78
Less: Items Previously Approved		-\$574,502.65

Plus: Feb Payables	438331-438401	\$247,852.76
Checks	438682-438758	

Mar Claims:		
Checks	438464-438681	\$598,346.42
	1012521-1012657	
	101030-101035	

**TOTAL TO BE APPROVED**11,080,014.31

	<u>Money Market</u>	<u>(Original Cost) Investments</u>	<u>Total 02/28/2015</u>
GENERAL FUND	\$267,116.36	\$19,430,300.00	\$19,697,416.36
OPEB	\$28,332.57	\$10,296,062.00	\$10,324,394.57
OPEB EQUITY INV THROUGH DEC 31, 2014	\$23,413.20	\$3,890,200.00	\$3,913,613.20
2012A ALT FACILITIES	\$1,828,677.67	\$4,246,078.90	\$6,074,756.57
ALT FACILITY FUND	<u>\$522,264.66</u>	<u>\$3,000,000.00</u>	<u>\$3,522,264.66</u>
	<u>\$2,669,804.46</u>	<u>\$40,862,640.90</u>	<u>\$43,532,445.36</u>

Note: The attached investment reports are provided by our investment advisor, PMA Financial Network, Inc. These reports include our investment and money market balances.



# Total Portfolio Report CAR

As of: 2/28/15

PMA Financial Network, Inc.

2135 CityGate Lane  
7th Floor  
Naperville, Illinois 60563  
Telephone . 630-657-6400  
Facsimile . 630-718-8701

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## BURNSVILLE ISD 191 / GENERAL FUND

2960

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$267,116.36	\$267,116.36	
TS	195363	1	4/1/14	4/1/15	MN TRUST TERM SERIES	\$1,502,700.00	\$1,500,000.00	0.180
CD	195422	1	4/2/14	4/14/15	BANK OF CHINA	\$249,934.88	\$249,400.00	0.208
CD	195423	1	4/2/14	4/14/15	UNITED TEXAS BANK	\$249,915.21	\$249,400.00	0.200
CD	196753	1	5/22/14	5/22/15	KS STATE BANK / KANSAS STATE BANK OF MANHATTAN	\$249,928.91	\$249,200.00	0.293
CD	196754	1	5/22/14	5/22/15	FIRST GENERAL BANK	\$249,498.00	\$249,000.00	0.200
CD	196755	1	5/22/14	5/22/15	CALDWELL BANK AND TRUST	\$249,499.25	\$249,000.00	0.201
CD	196756	1	5/22/14	5/22/15	PLAINSCAPITAL BANK	\$249,901.29	\$249,400.00	0.201
CD	187971	1	7/25/13	7/29/15	CAPSTONE BANK - AL	\$249,964.95	\$248,000.00	0.394
CD	187972	1	7/25/13	7/29/15	COMMUNITY STATE BANK - OK	\$249,946.92	\$248,200.00	0.350
CD	187973	1	7/25/13	7/29/15	ONEWEST BANK, NA	\$249,939.12	\$247,900.00	0.409
CD	196232	1	5/6/14	7/29/15	MB FINANCIAL BANK / COLE TAYLOR BANK (N)	\$200,615.08	\$200,000.00	0.250
CD	196751	1	5/22/14	7/29/15	BANK OF THE OZARKS	\$249,592.27	\$249,000.00	0.205
CD	196752	1	5/22/14	7/29/15	ONB BANK AND TRUST COMPANY	\$249,880.87	\$249,300.00	0.201
CD	188312	1	7/30/13	7/30/15	BOFI FEDERAL BANK	\$249,036.05	\$247,300.00	0.351
CD	197022	1	5/30/14	8/13/15	PACIFIC ENTERPRISE BANK	\$249,901.05	\$249,300.00	0.200
CD	197023	1	5/30/14	8/13/15	MODERN BANK, NATIONAL ASSOCIATION	\$249,901.06	\$249,300.00	0.200
CD	196230	1	5/6/14	11/6/15	FIRST UTAH BANK	\$249,997.60	\$248,900.00	0.298
CD	196231	1	5/6/14	11/6/15	EAGLEBANK / VIRGINIA HERITAGE BANK	\$249,809.74	\$248,900.00	0.248
CD	196750	1	5/22/14	11/23/15	WESTERN ALLIANCE BANK / TORREY PINES BANK	\$2,261,292.20	\$2,252,800.00	0.250
SEC	33790	1	1/23/15	1/22/16	Bank Of Baroda Certificate of Deposit	\$248,000.00	\$248,000.00	0.300
SEC	33793	1	1/23/15	1/22/16	Firstmerit Bank NA Certificate of Deposit	\$248,000.00	\$248,000.00	0.250
CD	193379	1	1/30/14	1/27/16	MECHANICS SAVINGS BANK	\$249,928.83	\$247,700.00	0.453
CD	195418	1	4/2/14	1/27/16	ABC BANK / AUSTIN BANK OF CHICAGO	\$249,991.37	\$248,700.00	0.285
CD	195419	1	4/2/14	1/27/16	NATIONAL BANK OF COXSACKIE	\$249,992.64	\$248,900.00	0.241
CD	195420	1	4/2/14	1/27/16	EAST WEST BANK	\$249,912.05	\$248,800.00	0.246
CD	195421	1	4/2/14	1/27/16	ORRSTOWN BANK	\$249,992.66	\$248,900.00	0.241
CD	196228	1	5/6/14	1/27/16	FAR EAST NATIONAL BANK	\$100,466.68	\$100,000.00	0.270
CD	196229	1	5/6/14	1/27/16	FINANCIAL FEDERAL BANK	\$249,306.09	\$248,400.00	0.211
CD	196274	1	5/8/14	1/27/16	EAST WEST BANK	\$4,049,392.45	\$4,030,000.00	0.280
CD	196749	1	5/22/14	1/27/16	ACCESS NATIONAL BANK	\$249,956.86	\$248,700.00	0.300
CD	205378	1	1/20/15	1/27/16	AFFILIATED BANK	\$249,999.29	\$249,130.00	0.342
CD	205379	1	1/20/15	1/27/16	FIRST COMMONS BANK NA	\$249,997.37	\$249,350.00	0.248
CD	205380	1	1/20/15	1/27/16	FIRST ADVANTAGE BANK- TN	\$249,996.05	\$249,380.00	0.242
CD	205381	1	1/20/15	1/27/16	BANKVISTA	\$249,979.27	\$249,110.00	0.342
CD	205382	1	1/20/15	1/27/16	BREMER BANK, NA	\$249,991.75	\$249,230.00	0.300
SEC	33791	1	1/28/15	1/28/16	Santander Bank, N.A. / Sovereign Bank Certificate of Deposit	\$248,000.00	\$248,000.00	0.300
CD	193377	1	1/30/14	2/1/16	SEASIDE NATIONAL BANK & TRUST	\$249,934.94	\$247,700.00	0.450
CD	193378	1	1/30/14	2/1/16	PRIVATE BANK - MI	\$249,932.47	\$247,400.00	0.510
CDR	193423	1	2/6/14	2/4/16	Landmark Bank, N.A.	\$243,372.87	\$241,235.77	0.449
CDR	193423	2	2/6/14	2/4/16	Standing Stone National Bank	\$243,372.87	\$241,235.77	0.449
CDR	193423	3	2/6/14	2/4/16	First State Bank	\$243,372.87	\$241,235.77	0.449
CDR	193423	4	2/6/14	2/4/16	Norway Savings Bank (MHC)	\$243,372.87	\$241,235.77	0.449

**BURNSVILLE ISD 191 / GENERAL FUND**

2960  
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Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
CDR	193423	5	2/6/14	2/4/16	F&M Bank and Trust Company	\$243,372.87	\$241,235.77	0.449
CDR	193423	6	2/6/14	2/4/16	Citizens Security Bank & Trust Company	\$217,609.47	\$215,698.61	0.449
CDR	193423	7	2/6/14	2/4/16	Southern Bank	\$217,291.71	\$215,383.64	0.449
CDR	193423	8	2/6/14	2/4/16	LegacyTexas Bank / ViewPoint Bank (MHC)	\$140,667.23	\$139,432.01	0.449
CDR	193423	9	2/6/14	2/4/16	Mutual of Omaha Bank	\$124,399.26	\$123,306.89	0.449
CD	194320	1	3/3/14	3/14/16	POST OAK BANK, NA	\$249,914.78	\$247,900.00	0.400
CD	194321	1	3/3/14	3/14/16	PREMIER BANK	\$249,927.32	\$248,100.00	0.362
CD	194322	1	3/3/14	3/14/16	INDEPENDENT BANK / BANK OF HOUSTON	\$249,965.07	\$248,200.00	0.350
CD	194323	1	3/3/14	3/14/16	STATE BANK OF DAVIS	\$249,932.51	\$248,200.00	0.348
CD	194324	1	3/3/14	3/14/16	LENA STATE BANK	\$249,927.31	\$248,200.00	0.342

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.

**Total Amount --> \$19,787,640.59 \$19,697,416.36**

**Time and Dollar Weighted Portfolio Yield: 0.311 %**

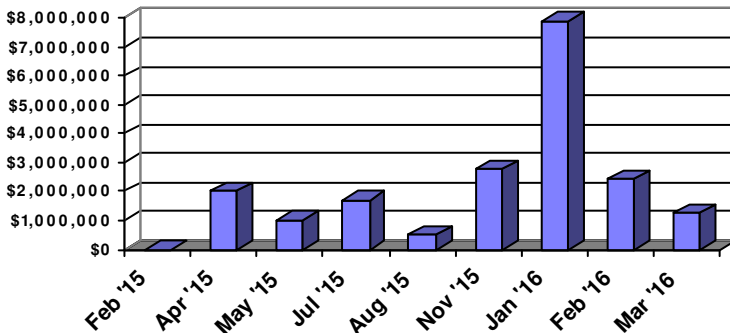
**Weighted Average Portfolio Maturity: 260.03 Days**

**MM: 1.36%**

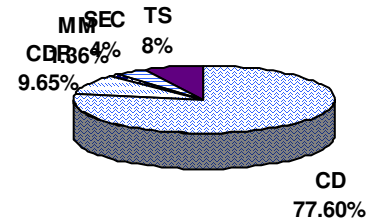
**CD's: 77.61%**

**CP: 0.00%**

**SEC: 3.78%**



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type



# Total Portfolio Report CAR

As of: 2/28/15

PMA Financial Network, Inc.

2135 CityGate Lane  
7th Floor  
Naperville, Illinois 60563  
Telephone . 630-657-6400  
Facsimile . 630-718-8701

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## BURNSVILLE ISD 191 / 2009 OPEB TRUST

3596

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$28,332.57	\$28,332.57	
SEC	23103	1	11/12/09	3/1/15	Red Wing Minn Indpt Sch Dist #256 Taxable OPEB	\$1,000,000.00	\$1,000,000.00	3.000
CD	173316	1	4/9/12	4/9/15	IDB BANK- NY	\$148,009.36	\$145,000.00	0.692
SEC	22574	1	6/29/09	6/1/15	CEDAR RAPIDS IOWA REF TAXABLE CAP	\$470,000.00	\$470,000.00	3.250
CD	181996	1	1/16/13	1/19/16	BANK OF THE WEST	\$249,980.28	\$246,200.00	0.510
CD	181997	1	1/16/13	1/19/16	MIDLAND STATES BANK	\$206,595.48	\$203,800.00	0.456
CD	182847	1	2/19/13	2/19/16	EAST BOSTON SAVINGS BANK	\$249,956.54	\$245,900.00	0.550
CD	182848	1	2/19/13	2/19/16	BRIDGEWATER BANK	\$249,899.41	\$245,800.00	0.556
CD	186939	1	6/21/13	6/21/16	FIFTH THIRD BANK	\$155,206.99	\$152,000.00	0.703
CD	187204	1	6/27/13	6/27/16	FIFTH THIRD BANK	\$92,008.39	\$90,000.00	0.743
SEC	29761	1	6/28/13	6/28/16	BMW Bank Of North America Certificate of Deposit	\$249,000.00	\$249,000.00	0.753
CD	187467	1	7/2/13	7/5/16	FIRST CAPITAL BANK	\$249,919.20	\$244,400.00	0.750
CD	187468	1	7/2/13	7/5/16	LUANA SAVINGS BANK	\$248,891.44	\$245,200.00	0.500
SEC	31043	1	10/23/13	10/24/16	Sallie Mae Bank Certificate of Deposit	\$248,000.00	\$248,000.00	1.155
CD	187466	1	7/2/13	11/14/16	DAKOTA COMMUNITY BANK	\$249,965.13	\$244,200.00	0.700
CD	192889	1	1/13/14	1/13/17	FAR EAST NATIONAL BANK	\$144,811.46	\$140,800.00	0.949
SEC	23783	1	12/20/10	2/1/17	Woodridge Illinois Taxable	\$150,000.00	\$150,000.00	3.350
SEC	30736	1	9/25/13	9/25/17	Cit Bank Certificate of Deposit	\$247,000.00	\$247,000.00	1.508
CD	205079	1	1/8/15	1/8/18	FIRST FREEDOM BANK	\$164,252.21	\$159,400.00	1.012
CD	205080	1	1/8/15	1/8/18	TRUSTONE FINANCIAL FEDERAL CREDIT UNION	\$249,684.73	\$241,600.00	1.111
CD	205081	1	1/8/15	1/8/18	HIBERNIA BANK	\$207,054.62	\$201,000.00	1.003
CD	192888	1	1/13/14	1/16/18	INDUSTRIAL & COMMERCIAL BANK OF CHINA	\$210,686.40	\$200,000.00	1.332
SEC	33742	1	1/14/15	1/16/18	Goldman Sachs Bank USA Certificate of Deposit	\$248,000.00	\$248,000.00	1.404
CD	205817	1	2/3/15	2/5/18	ADIRONDACK BANK	\$240,475.35	\$234,000.00	0.921
CD	205818	1	2/3/15	2/5/18	FIRST NB OF MCGREGOR	\$102,681.43	\$100,000.00	0.891
CD	205819	1	2/3/15	2/5/18	FIRST NATIONAL BANK	\$249,815.96	\$243,000.00	0.932
SEC	33857	1	2/5/15	2/5/18	Ally Bank Certificate of Deposit	\$248,000.00	\$248,000.00	1.154
CD	182782	1	2/15/13	2/15/18	PLAINS COMMERCE BANK	\$249,902.70	\$236,400.00	1.142
SEC	30731	1	9/25/13	9/25/18	Discover Bank Certificate of Deposit	\$247,000.00	\$247,000.00	2.013
SEC	30738	1	9/25/13	9/25/18	Compass Bank Certificate of Deposit	\$247,000.00	\$247,000.00	1.962
CD	192886	1	1/13/14	1/14/19	M.Y. SAFRA BANK	\$248,142.42	\$228,500.00	1.717
CD	192887	1	1/13/14	1/14/19	STEARNS BANK NA (N)	\$248,500.88	\$230,700.00	1.542
SEC	28287	1	10/9/12	1/15/19	Lakewood Township NJ Ref	\$630,000.00	\$630,000.00	1.580
SEC	28397	1	11/15/12	8/15/19	DENTON TX INDEP SCH DIST TXBL -REF - SER C	\$1,000,000.00	\$1,000,000.00	1.520
SEC	28355	1	10/19/12	10/1/19	COOK CNTY IL HIGH SCH DIST #205 THORNTON TWP	\$350,000.00	\$350,000.00	1.939
SEC	28316	1	10/15/12	10/15/19	ABERDEEN TWP NJ REF	\$390,000.00	\$390,000.00	1.570
SEC	28317	1	10/16/12	12/1/19	FAIRFIELD & UNION OH LOCAL SCH DIST	\$330,000.00	\$294,162.00	1.620

**BURNSVILLE ISD 191 / 2009 OPEB TRUST**

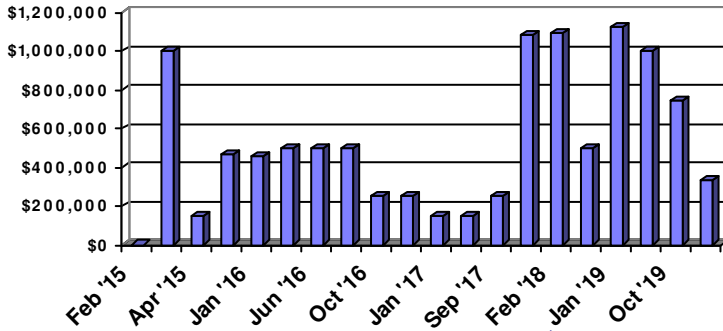
3596  
16

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
<i>Note: Weighted Yield &amp; Weighted Average Portfolio Maturity are calculated only on the CD, CP, &amp; SEC desk.</i>						<b>Total Amount --&gt;</b>	<b>\$10,498,772.95</b>	<b>\$10,324,394.57</b>

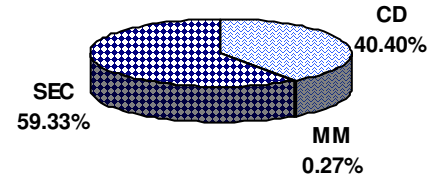
**Time and Dollar Weighted Portfolio Yield: 1.427 %**

**Weighted Average Portfolio Maturity: 910.72 Days**

**MM: 0.27%**  
**CD's: 41.43%**  
**CP: 0.00%**  
**SEC: 58.29%**



**Portfolio Maturity Summary - Maturing \$/Month**



**Portfolio Allocation by Transaction Type**



# Total Portfolio Report CAR

As of: 2/28/15

PMA Financial Network, Inc.

2135 CityGate Lane 17  
 7th Floor  
 Naperville, Illinois 60563  
 Telephone . 630-657-6400  
 Facsimile . 630-718-8701

## BURNSVILLE ISD 191 / 2012A ALT FACILITY

5070

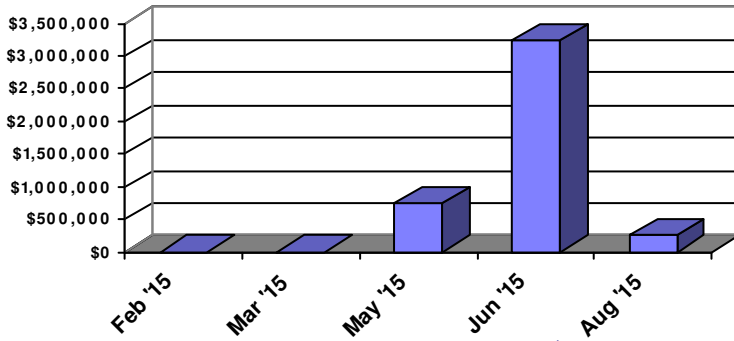
Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$1,828,677.67	\$1,828,677.67	
SDA					Savings Deposit Account - CITIBANK (SDA) C	\$78.90	\$78.90	
CD	196868	1	5/28/14	5/28/15	LANDMARK COMMUNITY BANK	\$249,379.14	\$248,900.00	0.193
CD	196869	1	5/28/14	5/28/15	MAINSTREET BANK	\$249,454.09	\$249,000.00	0.182
CD	196870	1	5/28/14	5/28/15	CHEROKEE STATE BANK	\$249,952.01	\$249,500.00	0.181
CD	197351	1	6/4/14	6/4/15	WESTERN ALLIANCE BANK / TORREY PINES BANK	\$3,005,400.00	\$3,000,000.00	0.180
CD	196867	1	5/28/14	6/15/15	ENERBANK USA	\$249,823.19	\$249,300.00	0.200
CD	196866	1	5/28/14	8/31/15	FREEMPORT STATE BANK	\$249,928.38	\$249,300.00	0.200
<b>Total Amount --&gt;</b>						<b>\$6,082,693.38</b>	<b>\$6,074,756.57</b>	

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.

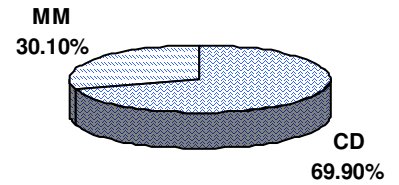
Time and Dollar Weighted Portfolio Yield: 0.184 %

Weighted Average Portfolio Maturity: 70.30 Days

MM: 30.10%  
 CD's: 69.90%  
 CP: 0.00%  
 SEC: 0.00%



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type



# Total Portfolio Report CAR

As of: 2/28/15

PMA Financial Network, Inc.

2135 CityGate Lane 18  
 7th Floor  
 Naperville, Illinois 60563  
 Telephone . 630-657-6400  
 Facsimile . 630-718-8701

## BURNSVILLE ISD 191 / ALT FACILITY FUND

5298

Type	Trans	SEQ	Purchase	Maturity	Instrument	Par-Val/Mat. Val.	Original Cost	Rate
MM					Investment Shares Portfolio	\$522,264.66	\$522,264.66	
CD	197350	1	6/4/14	6/4/15	WESTERN ALLIANCE BANK / TORREY PINES BANK	\$3,005,400.00	\$3,000,000.00	0.180

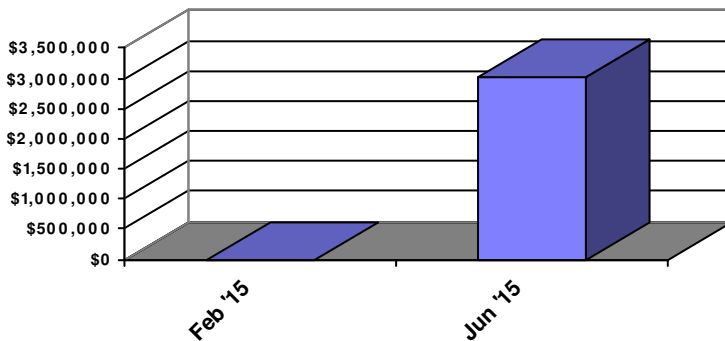
Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated only on the CD, CP, & SEC desk.

Total Amount --> **\$3,527,664.66**    **\$3,522,264.66**

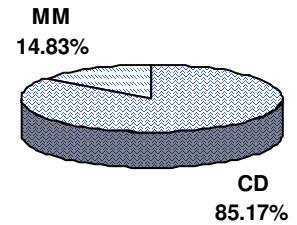
Time and Dollar Weighted Portfolio Yield: **0.180 %**

Weighted Average Portfolio Maturity: **81.77 Days**

**MM: 14.83%**  
**CD's: 85.17%**  
**CP: 0.00%**  
**SEC: 0.00%**



Portfolio Maturity Summary - Maturing \$/Month



Portfolio Allocation by Transaction Type

## February 2015

## Wire Transfers

Date	From	To	Amount	For
020215	MSDLAF	Medica	98,809.37	Health Insurance
020215	MSDLAF	State of Minnesota	3,292.53	January 31st Payroll - Child Support
020215	MSDLAF	Internal Revenue Service	754,414.00	January 31st Payroll - Federal Taxes
020215	MSDLAF	State of Minnesota	121,523.21	January 31st Payroll - State Taxes
020215	MSDLAF	Medica	402,113.62	Health Insurance
020515	MSDLAF	Delta Dental	29,412.80	Dental Insurance
020615	MSDLAF	Corporate Health	33,327.53	Medical Claims
020615	MSDLAF	Corporate Health	19,774.90	Flex Claims
020915	MSDLAF	Medica	290,353.52	Health Insurance
021115	State of Minnesota	MSDLAF	37,108.01	MN State - MMB
021115	MSDLAF	Delta Dental	19,768.85	Dental Insurance
021215	State of Minnesota	MSDLAF	6,375.79	MN State - MMB
021215	MSDLAF	TRA	344,970.36	January 31st Payroll - TRA
021215	MSDLAF	PERA	103,774.06	January 31st Payroll - PERA
021315	MSDLAF	People's Bank	168,602.12	February 15th Payroll - TSA
021315	MSDLAF	Teacher's Federal Credit Union	39,105.15	February 15th Payroll - Teachers Dues
021315	State of Minnesota	MSDLAF	4,683,685.77	MN State - MMB
021315	MSDLAF	Corporate Health	23,499.12	Medical Claims
021315	MSDLAF	Corporate Health	6,710.85	Flex Claims
021615	MSDLAF	Medica	384,434.40	Health Insurance
021715	Dakota County	MSDLAF	3,032.61	Smart Choices Healthy School Food
021715	MSDLAF	State of Minnesota	3,292.53	February 15th Payroll - Child Support
021715	MSDLAF	Internal Revenue Service	726,867.26	February 15th Payroll - Federal Taxes
021715	MSDLAF	State of Minnesota	118,435.32	February 15th Payroll - State Taxes
021915	State of Minnesota	MSDLAF	355,399.01	MN State - MMB
021915	MSDLAF	Citizens	7,500.00	Wellness Wire
021915	MSDLAF	Delta Dental	17,941.27	Dental Insurance
022015	MSDLAF	US Bank	150,000.00	US Bank P-Card Prefunding Wire
022015	MSDLAF	Corporate Health	16,056.45	Medical Claims
022015	MSDLAF	Corporate Health	15,781.51	Flex Claims
022315	MSDLAF	Medica	249,585.69	Health Insurance
022515	State of Minnesota	MSDLAF	68.04	MN State - MMB
022515	MSDLAF	TRA	350,747.40	February 15th Payroll - TRA
022515	MSDLAF	PERA	105,906.77	February 15th Payroll - PERA
022515	MSDLAF	Delta Dental	21,556.76	Dental Insurance
022615	State of Minnesota	MSDLAF	393,983.43	MN State - MMB
022715	MSDLAF	People's Bank	169,963.56	February 28th Payroll - TSA

## February 2015

## Wire Transfers

Date	From	To	Amount	For
022715	MSDLAF	Teacher's Federal Credit Union	39,235.91	February 28th Payroll - Teachers Dues
022715	State of Minnesota	MSDLAF	5,252,929.01	MN State - MMB
022715	MSDLAF	Corporate Health	20,062.90	Medical Claims
022715	MSDLAF	Corporate Health	2,992.13	Flex Claims

# Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1012412		\$11.50	02/18/15	88888	18104	ABBOTT, MARK M
1	1012413		\$67.91	02/18/15	88888	13406	ALLEN, SUSAN M
1	1012414		\$14.26	02/18/15	88888	17156	BOMSTA, LYLE J
1	1012415		\$19.78	02/18/15	88888	7298	BRENNAN, CAROL ANN
1	1012416		\$55.03	02/18/15	88888	15074	CHAMERLIK, KAREN
1	1012417		\$18.75	02/18/15	88888	17216	CHOUANARD, MARY E
1	1012418		\$41.94	02/18/15	88888	14949	CHRISTENSON, ANNE
1	1012419		\$189.25	02/18/15	88888	12806	CORBAY, STEPHANIE A
1	1012420		\$6.49	02/18/15	88888	5747	CORDAHL, AMBER
1	1012421		\$537.46	02/18/15	88888	9689	FINN, FAY E
1	1012422		\$26.82	02/18/15	88888	17175	FUNSTON, KATHY L
1	1012423		\$108.63	02/18/15	88888	8128	GIERADA, BARBARA L
1	1012424		\$17.94	02/18/15	88888	17677	GLAS, JOHN M
1	1012425		\$100.00	02/18/15	88888	13535	GROVER, MELISSA MANGER
1	1012426		\$63.00	02/18/15	88888	17940	GUST, JENNIFER
1	1012427		\$162.15	02/18/15	88888	8309	HENDRIX, EUGENIA M
1	1012428		\$47.44	02/18/15	88888	8309	HENDRIX, EUGENIA M
1	1012429		\$24.44	02/18/15	88888	10142	HOLCOMBE, SARA J
1	1012430		\$24.67	02/18/15	88888	9267	HOLDEN, MATTHEW J
1	1012431		\$24.91	02/18/15	88888	13396	HUTCHINSON, JENNIFER L
1	1012432		\$43.01	02/18/15	88888	14623	JOHNSHOY, JANET
1	1012433		\$34.11	02/18/15	88888	17755	JOHNSON, CORY CHARLES
1	1012434		\$55.03	02/18/15	88888	14479	KIBLER, JEANNE
1	1012435		\$84.48	02/18/15	88888	15691	KING, LAURIE J
1	1012436		\$68.54	02/18/15	88888	18325	DIETRICH, KELLY J
1	1012437		\$42.26	02/18/15	88888	14624	JORDAN, JOANNA
1	1012438		\$100.00	02/18/15	88888	17790	KNUTSON, HEATHER J
1	1012439		\$87.00	02/18/15	88888	17521	KREBS, TYLER JON
1	1012440		\$5.00	02/18/15	88888	11720	KUECK, MACKENZIE
1	1012441		\$191.76	02/18/15	88888	3833	LAMB, CYNTHIA L
1	1012442		\$20.00	02/18/15	88888	18189	LINDBERG, CHARLOTTE
1	1012443		\$72.09	02/18/15	88888	13290	LINDELL, MICHELLE M
1	1012444		\$9.02	02/18/15	88888	18097	MAGNER, HEIDI
1	1012445		\$93.73	02/18/15	88888	11807	MAKI, CATHY
1	1012446		\$73.92	02/18/15	88888	17324	MALONE, MEGGAN J
1	1012447		\$14.21	02/18/15	88888	18284	MASON, ALEXANDRIA C
1	1012448		\$5.33	02/18/15	88888	1893	MEADORS, LARRY GENE
1	1012449		\$74.97	02/18/15	88888	11073	MEYER, CHAD
1	1012450		\$19.64	02/18/15	88888	18144	MILINOVICH, TRACY
1	1012451		\$119.60	02/18/15	88888	16501	NESS, KAREN M
1	1012452		\$12.82	02/18/15	88888	17719	NIERENGARTEN, BRIANNA L
1	1012453		\$1,791.96	02/18/15	88888	8627	ORTH, STEVEN D. R.

# Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1012454		\$20.87	02/18/15	88888	15803	RIGGS, JEANINE L
1	1012455		\$85.68	02/18/15	88888	9670	ROBOLE, VICKI M
1	1012456		\$85.91	02/18/15	88888	7829	ROCZNIAK, EUGENE A
1	1012457		\$27.60	02/18/15	88888	16194	SCALZO, KRISTIN
1	1012458		\$87.92	02/18/15	88888	10820	SHELDEN, JON
1	1012459		\$37.95	02/18/15	88888	18536	SPALDING, SHEILA J
1	1012460		\$115.86	02/18/15	88888	14961	SPRY, KARIE
1	1012461		\$128.59	02/18/15	88888	15288	STAPP, BENJAMIN
1	1012462		\$42.55	02/18/15	88888	18286	TEICH, JESSICA A
1	1012463		\$468.96	02/18/15	88888	17617	THILTGEN, CRAIG L
1	1012464		\$36.16	02/18/15	88888	18031	THOMAS, JESSICA
1	1012465		\$19.55	02/18/15	88888	13898	TORGERSEN, SHERRY LYNN
1	1012466		\$66.24	02/18/15	88888	11462	VAURIO, SONYA
1	1012467		\$98.63	02/18/15	88888	18045	VO, KELLY RAE
1	1012468		\$204.00	02/18/15	88888	12338	WELLS, DIRK
1	1012469		\$109.42	02/18/15	88888	6624	WESSEN, JANE E
1	1012470		\$110.17	02/18/15	88888	6624	WESSEN, JANE E
1	1012471		\$131.10	02/18/15	88888	15911	WILLSON, DAWN M
1	1012472		\$100.00	02/18/15	88888	17247	WOOD, KIMBERLY R
1	1012473		\$117.00	02/18/15	88888	10543	WURDEMAN, SCOTT
1	1012474		\$200.00	02/25/15	88888	18043	AMOROSO, CYNTHIA
1	1012475		\$26.37	02/25/15	88888	9569	ANDREWS, DONNA
1	1012476		\$58.50	02/25/15	88888	9363	BIEN, BERNADETTE L
1	1012477		\$243.34	02/25/15	88888	15375	BIRCH, NANCY A
1	1012478		\$33.12	02/25/15	88888	9749	BLAIR, MICHAEL E.
1	1012479		\$44.34	02/25/15	88888	8189	BRAUN, JEAN C
1	1012480		\$72.97	02/25/15	88888	9750	CORONIS, ANTHONY L
1	1012481		\$46.67	02/25/15	88888	15992	ELLISON, NICHOLAS
1	1012482		\$68.20	02/25/15	88888	11756	ERICKSON, CONSTANCE
1	1012483		\$96.00	02/25/15	88888	14443	FEIG, PETER E
1	1012484		\$262.14	02/25/15	88888	16320	GEDDES, RICHARD W
1	1012485		\$75.00	02/25/15	88888	18354	GERNON, SHELBY M
1	1012486		\$25.45	02/25/15	88888	8128	GIERADA, BARBARA L
1	1012487		\$51.43	02/25/15	88888	8128	GIERADA, BARBARA L
1	1012488		\$400.00	02/25/15	88888	17994	GOTHARD, JOSEPH M
1	1012489		\$46.43	02/25/15	88888	18374	GROVER, HOPE A
1	1012490		\$16.97	02/25/15	88888	12217	GRUENKE, BETH N
1	1012491		\$39.95	02/25/15	88888	18025	HENDERSON, MICHELLE A
1	1012492		\$61.96	02/25/15	88888	11968	HENDRICKSON, LISA
1	1012493		\$65.12	02/25/15	88888	8255	HILL, KARI L
1	1012494		\$43.28	02/25/15	88888	3547	HUGSTAD-VAA, JENNIFER JO
1	1012495		\$10.71	02/25/15	88888	13396	HUTCHINSON, JENNIFER L

# Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1012496		\$200.00	02/25/15	88888	18391	JOHNSON, DOUGLAS A
1	1012497		\$75.37	02/25/15	88888	17704	KHANHKEO, KATHERINE M
1	1012498		\$19.98	02/25/15	88888	16167	KNUTSON, CHRISTINE
1	1012499		\$54.31	02/25/15	88888	9760	KUZIEJ, JANET L
1	1012500		\$39.76	02/25/15	88888	16463	LECOMPTE, EMILIE S
1	1012501		\$49.00	02/25/15	88888	10140	MACKEY, GALE M
1	1012502		\$31.96	02/25/15	88888	12875	MATHEWS, STEPHANIE A
1	1012503		\$52.41	02/25/15	88888	14130	MCCROSKEY, SHARI
1	1012504		\$55.00	02/25/15	88888	15821	NAAS, ANNE B
1	1012505		\$61.93	02/25/15	88888	6326	NEPSUND, CYNTHIA J
1	1012506		\$83.54	02/25/15	88888	18398	OLSEN, SUSAN
1	1012507		\$90.27	02/25/15	88888	9771	PLUCINAK, JODY L
1	1012508		\$230.36	02/25/15	88888	12351	PORTER, JANICE
1	1012509		\$100.00	02/25/15	88888	18306	REICHERT, KRISTEN K
1	1012510		\$243.36	02/25/15	88888	9223	REIHER, PAM
1	1012511		\$200.00	02/25/15	88888	16166	RIDER, LISA K
1	1012512		\$60.09	02/25/15	88888	13470	SMALLEY, AMY C
1	1012513		\$5.00	02/25/15	88888	14671	SMITH, TRACY J
1	1012514		\$200.00	02/25/15	88888	17487	SOVINE, STACEY
1	1012515		\$200.00	02/25/15	88888	18287	STANLEY, STACIE L
1	1012516		\$26.46	02/25/15	88888	16046	STRAHOTA, SARA J
1	1012517		\$29.40	02/25/15	88888	8543	TOLLERUD, TERESA JO
1	1012518		\$27.66	02/25/15	88888	10299	WEIGHTMAN, ELIZABETH C
1	1012519		\$200.00	02/25/15	88888	18405	WINTERLIN, GORDON D
1	1012520		\$60.95	02/25/15	88888	9277	ZEIGLER, SARAH
1	1012521		\$66.82	03/04/15	88888	13406	ALLEN, SUSAN M
1	1012522		\$252.00	03/04/15	88888	18043	AMOROSO, CYNTHIA
1	1012523		\$40.72	03/04/15	88888	15982	ANDERSON, BJORN RS
1	1012524		\$14.93	03/04/15	88888	17003	ARIAS, ANGELA JOY
1	1012525		\$95.74	03/04/15	88888	15375	BIRCH, NANCY A
1	1012526		\$50.94	03/04/15	88888	18265	BROWN, JACKLYN D
1	1012527		\$28.02	03/04/15	88888	17742	BUCK, REBECCA L
1	1012528		\$16.04	03/04/15	88888	17246	CANTON, EMILIE J
1	1012529		\$47.61	03/04/15	88888	14949	CHRISTENSON, ANNE
1	1012530		\$101.20	03/04/15	88888	17322	CZAPAR, KELLY N
1	1012531		\$170.00	03/04/15	88888	18421	DELGADILLO, LUZ
1	1012532		\$144.88	03/04/15	88888	9250	DUNDON, MARY LOU
1	1012533		\$61.06	03/04/15	88888	15922	DUNN, RUTH C
1	1012534		\$80.47	03/04/15	88888	17904	ERICKSON, SHELLY L
1	1012535		\$62.10	03/04/15	88888	17904	ERICKSON, SHELLY L
1	1012536		\$70.38	03/04/15	88888	17904	ERICKSON, SHELLY L
1	1012537		\$96.11	03/04/15	88888	17904	ERICKSON, SHELLY L

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1012538		\$21.54	03/04/15	88888	13256	FANDRICH, KARI M
1	1012539		\$29.43	03/04/15	88888	7314	GAMBUCCI, ANN MARIE
1	1012540		\$43.59	03/04/15	88888	7304	GOSSMAN, LISA ANN
1	1012541		\$252.19	03/04/15	88888	16514	GRAFF, SALLY M
1	1012542		\$38.64	03/04/15	88888	18487	GREINER, STEVE
1	1012543		\$10.58	03/04/15	88888	14006	GRIFFIN, LYND SAY K
1	1012544		\$5.32	03/04/15	88888	17663	HARTMAN, DANIEL
1	1012545		\$59.22	03/04/15	88888	7255	HAUER, PAMELA A
1	1012546		\$45.43	03/04/15	88888	18465	HAYS, TAYLOR E
1	1012547		\$10.38	03/04/15	88888	15977	HEIM, WILLIAM V
1	1012548		\$54.71	03/04/15	88888	17771	HELWIG, KRISTINE K
1	1012549		\$146.90	03/04/15	88888	8309	HENDRIX, EUGENIA M
1	1012550		\$29.60	03/04/15	88888	8309	HENDRIX, EUGENIA M
1	1012551		\$66.76	03/04/15	88888	9777	HENRY, JOEL E
1	1012552		\$27.32	03/04/15	88888	10142	HOLCOMBE, SARA J
1	1012553		\$21.99	03/04/15	88888	12343	HUBER, ERIN
1	1012554		\$48.72	03/04/15	88888	9394	HUEMOELLER, MICHAEL T
1	1012555		\$100.84	03/04/15	88888	16004	JORGENSON, SHANNON E
1	1012556		\$29.61	03/04/15	88888	18388	JORGENSON, STEPHANIE
1	1012557		\$20.79	03/04/15	88888	10810	JOROENSEN, KATHLEEN A
1	1012558		\$99.48	03/04/15	88888	18166	KASTLER, ANN
1	1012559		\$42.43	03/04/15	88888	17731	KIBLER, CHRISTIAN D
1	1012560		\$29.45	03/04/15	88888	17731	KIBLER, CHRISTIAN D
1	1012561		\$23.58	03/04/15	88888	15381	KRAL, MELISSA M
1	1012562		\$29.00	03/04/15	88888	16890	KREPS, RODNEY V
1	1012563		\$186.70	03/04/15	88888	16789	KRONABETTER, JULIE R
1	1012564		\$15.70	03/04/15	88888	12336	LOGAN, KARI M
1	1012565		\$39.52	03/04/15	88888	16451	LOPEZ, MARIA T
1	1012566		\$170.00	03/04/15	88888	18428	MELAKE, BIRHAN G
1	1012567		\$115.00	03/04/15	88888	7268	MESARCHIK, MARY L
1	1012568		\$39.10	03/04/15	88888	7326	MORRISSETTE, BRUCE P
1	1012569		\$36.80	03/04/15	88888	13693	NEAL, BRYENY B
1	1012570		\$275.04	03/04/15	88888	18348	NELSON, LINDSAY L
1	1012571		\$85.94	03/04/15	88888	15112	NELSON, TARA A
1	1012572		\$74.83	03/04/15	88888	15112	NELSON, TARA A
1	1012573		\$11.94	03/04/15	88888	16740	NURMELA, CRYSTAL
1	1012574		\$46.69	03/04/15	88888	15386	ORLICH-SULLIVAN, MEGAN
1	1012575		\$8.37	03/04/15	88888	16103	PILNEY, MAUREEN A
1	1012576		\$22.00	03/04/15	88888	11315	PROCTOR, BETH
1	1012577		\$41.40	03/04/15	88888	16999	RENKEN, CARISSA M
1	1012578		\$50.60	03/04/15	88888	16574	ROBASSE, CHRISTINE M
1	1012579		\$50.60	03/04/15	88888	16574	ROBASSE, CHRISTINE M

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1012580		\$77.62	03/04/15	88888	18026	ROCKE, MARGARET PAGE
1	1012581		\$170.09	03/04/15	88888	17725	ROMANSKY, ROBERT J
1	1012582		\$29.00	03/04/15	88888	16816	SAHLI, JONATHAN C
1	1012583		\$25.42	03/04/15	88888	16194	SCALZO, KRISTIN
1	1012584		\$72.82	03/04/15	88888	17282	SCHEUNEMAN, KRISTEN JOY
1	1012585		\$13.00	03/04/15	88888	11825	SIEBER, ANDREA
1	1012586		\$204.87	03/04/15	88888	4356	SIMON, GLENN D.
1	1012587		\$33.52	03/04/15	88888	18536	SPAULDING, SHEILA J
1	1012588		\$64.98	03/04/15	88888	17462	TINKLENBERG, AARON D
1	1012589		\$119.00	03/04/15	88888	9669	WALLS, JENNIFER A
1	1012590		\$28.98	03/04/15	88888	17161	WEATHERFORD, ANDREA M
1	1012591		\$135.13	03/04/15	88888	15911	WILLSON, DAWN M
1	1012592		\$40.19	03/11/15	88888	9390	ANDERSON, BARBARA JEAN
1	1012593		\$85.32	03/11/15	88888	15982	ANDERSON, BJORN RS
1	1012594		\$22.02	03/11/15	88888	4467	BARLAGE, SUSAN
1	1012595		\$170.00	03/11/15	88888	13821	BARNEY, ANGELA J
1	1012596		\$109.50	03/11/15	88888	14183	BELLMONT, CHRISTOPHER
1	1012597		\$36.22	03/11/15	88888	16619	BORDONARO, JENNIFER ELIZABETH
1	1012598		\$98.33	03/11/15	88888	10290	BRADY, STEVE
1	1012599		\$19.46	03/11/15	88888	18513	BYRNES, NICOLE
1	1012600		\$28.61	03/11/15	88888	18512	CECKA, NICOLE A
1	1012601		\$40.88	03/11/15	88888	15074	CHAMERLIK, KAREN
1	1012602		\$14.87	03/11/15	88888	16356	CODDINGTON, LAURIE
1	1012603		\$137.00	03/11/15	88888	13413	COLEMAN, COLLEEN M
1	1012604		\$26.45	03/11/15	88888	18083	CURTIS, MICHELE A
1	1012605		\$51.93	03/11/15	88888	6482	DAHLER, ELOISE J
1	1012606		\$74.99	03/11/15	88888	17873	DERDEN, WILLIAM M
1	1012607		\$12.07	03/11/15	88888	11345	DILLE, BARBARA L
1	1012608		\$84.88	03/11/15	88888	16015	EICHTEN, HEIDI J
1	1012609		\$17.81	03/11/15	88888	13415	ENGELHARDT, ANGELA C
1	1012610		\$63.00	03/11/15	88888	12974	EVANS, CHRISTINE O
1	1012611		\$36.69	03/11/15	88888	18343	FENSKE, GRETA A
1	1012612		\$42.10	03/11/15	88888	9689	FINN, FAY E
1	1012613		\$47.95	03/11/15	88888	16001	FRITZ, KIMBERLY A
1	1012614		\$72.07	03/11/15	88888	17175	FUNSTON, KATHY L
1	1012615		\$7.98	03/11/15	88888	18155	GEDNALSKI, ELLEN
1	1012616		\$49.00	03/11/15	88888	11971	GOODING, DIANE
1	1012617		\$996.70	03/11/15	88888	17422	HARVEY, CHRISTOPHER M
1	1012618		\$40.19	03/11/15	88888	16683	HREHA, JUSTIN T
1	1012619		\$154.10	03/11/15	88888	18039	HUME, LAURIE A
1	1012620		\$19.80	03/11/15	88888	17755	JOHNSON, CORY CHARLES

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
1	1012621		\$51.24	03/11/15	88888	18140	KAABIYE, AXMAD
1	1012622		\$15.58	03/11/15	88888	18516	KHALIF, ABDULLAHI M
1	1012623		\$30.60	03/11/15	88888	16167	KNUTSON, CHRISTINE
1	1012624		\$48.13	03/11/15	88888	17002	KOPP, ELIZABETH A
1	1012625		\$86.98	03/11/15	88888	10637	KUGLER, JULIE
1	1012626		\$13.63	03/11/15	88888	18294	LARABEE, KAITLYN
1	1012627		\$150.00	03/11/15	88888	13290	LINDELL, MICHELLE M
1	1012628		\$29.15	03/11/15	88888	9236	LIPPKA, JONALYN
1	1012629		\$15.19	03/11/15	88888	9236	LIPPKA, JONALYN
1	1012630		\$10.00	03/11/15	88888	10140	MACKEY, GALE M
1	1012631		\$89.24	03/11/15	88888	12023	MCCARTHY, BRIGID M
1	1012632		\$29.01	03/11/15	88888	9835	MORTINSON, ELIZABETH
1	1012633		\$2.19	03/11/15	88888	9835	MORTINSON, ELIZABETH
1	1012634		\$15.00	03/11/15	88888	18372	MUNDY, ANNA J
1	1012635		\$102.93	03/11/15	88888	16501	NESS, KAREN M
1	1012636		\$33.64	03/11/15	88888	15962	NIESEN, ELIZABETH A
1	1012637		\$190.84	03/11/15	88888	17785	OLSON-WYMAN, SAMANTHA L
1	1012638		\$35.08	03/11/15	88888	15386	ORLICH-SULLIVAN, MEGAN
1	1012639		\$14.95	03/11/15	88888	11739	PARISEAU, MARCIA L
1	1012640		\$34.24	03/11/15	88888	16589	PLANTE, MARY TRACEY
1	1012641		\$2,040.00	03/11/15	88888	12351	PORTER, JANICE
1	1012642		\$354.98	03/11/15	88888	16003	PRANSCHKE, STEPHANIE T
1	1012643		\$49.16	03/11/15	88888	16999	RENKEN, CARISSA M
1	1012644		\$77.63	03/11/15	88888	9670	ROBOLE, VICKI M
1	1012645		\$10.00	03/11/15	88888	12413	SANDBERG, ANN
1	1012646		\$8.74	03/11/15	88888	18482	SIMPSON, DAWN
1	1012647		\$103.50	03/11/15	88888	14961	SPRY, KARIE
1	1012648		\$92.00	03/11/15	88888	16213	STAHLY, JANICE
1	1012649		\$107.53	03/11/15	88888	16213	STAHLY, JANICE
1	1012650		\$85.06	03/11/15	88888	16046	STRAHOTA, SARA J
1	1012651		\$83.56	03/11/15	88888	16616	TAPPER, COURTNEY AH
1	1012652		\$57.00	03/11/15	88888	17155	TEAL, DARLA L
1	1012653		\$257.13	03/11/15	88888	17204	WALKER, ETHAN D
1	1012654		\$92.21	03/11/15	88888	16573	WEILER, TIFFANY M
1	1012655		\$164.20	03/11/15	88888	13445	WENDLING, KATHRYN
1	1012656		\$105.80	03/11/15	88888	13905	WENDLING, PAULA L
1	1012657		\$90.00	03/11/15	88888	17960	WOLTER, JOSHUA
<b>Check Count</b>	<b>246</b>	<b>Grand Total</b>	<b>\$23,367.18</b>				

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	438116		\$3,171.00	02/13/15	06215	0	AIRPORT TAXI, INC.
4	438117		\$592.00	02/13/15	26795	1	ALLIED PROFESSIONALS, INC.
4	438118		\$733.47	02/13/15	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	438119		\$115.00	02/13/15	28689	0	ARRIGONI, BRIAN
4	438120		\$28.50	02/13/15	04895	0	ASSOCIATION OF CLERICAL EMPLOYEES
4	438121		\$790.39	02/13/15	08837	0	BEST WESTERN PREMIER NICOLLET INN
4	438122		\$300.00	02/13/15	00515	0	BHS CHEERLEADER BOOSTER CLUB
4	438123		\$300.00	02/13/15	09039	0	BHS SWIM BOOSTER CLUB
4	438124		\$25.00	02/13/15	00706	0	BURNSVILLE CHAMBER OF COMMERCE
4	438125		\$5,000.00	02/13/15	28702	0	BURNSVILLE HIGH SCHOOL TOUCHDOWN CLUB INC.
4	438126		\$1,193.00	02/13/15	28702	0	BURNSVILLE HIGH SCHOOL TOUCHDOWN CLUB INC.
4	438127		\$8,752.69	02/13/15	04226	0	BURNSVILLE, CITY OF
4	438128	Unissued	\$0.00	02/13/15	04226	0	BURNSVILLE, CITY OF
4	438129		\$135.00	02/13/15	05041	0	CARROLL, JAMES
4	438130		\$266.02	02/13/15	02781	5	CENTURYLINK
4	438131		\$80.00	02/13/15	29068	0	CLAY, JOHN
4	438132		\$100.00	02/13/15	27322	0	CLIFTONLARSONALLEN, LLP
4	438133		\$100.00	02/13/15	00502	0	CORNERSTONE COPY CENTER
4	438134		\$136.50	02/13/15	07092	0	EAGAN SHIRT WERKS
4	438135		\$169.95	02/13/15	09272	2	ECM PUBLISHERS, INC.
4	438136		\$28.00	02/13/15	08344	2	EDEN PRAIRIE HIGH SCHOOL
4	438137		\$183.00	02/13/15	28531	0	EDUCATION MINNESOTA
4	438138		\$770.00	02/13/15	29072	0	ELECTRAMATIC, INC.
4	438139		\$162.50	02/13/15	04416	0	FAIRVIEW
4	438140		\$284.39	02/13/15	00016	2875	FOSS, BEVERLY
4	438141		\$260.07	02/13/15	28202	0	FOUNDATION 191
4	438142		\$50.00	02/13/15	03622	2	GALE/CENGAGE LEARNING
4	438143		\$66.00	02/13/15	21290	0	GORMLEY, DAN
4	438144		\$118.23	02/13/15	25477	0	GRAPHIC EDGE, INC.
4	438145		\$401.00	02/13/15	20324	1	GURSTEL,STALOCH & CHARGO PA
4	438146		\$30,435.62	02/13/15	27811	0	HEADWAY EMOTIONAL HEALTH SERVICES
4	438147		\$2,370.09	02/13/15	28693	0	HYATT REGENCY MINNEAPOLIS
4	438148		\$114.68	02/13/15	02483	0	INTEGRA TELECOM
4	438149		\$22,148.86	02/13/15	09327	0	INTERMEDIATE SCHOOL DISTRICT 917
4	438150		\$196.00	02/13/15	29071	0	JOBS FOUNDATION/TECH DUMP
4	438151		\$57.00	02/13/15	24067	0	JOHNSON, DENNIS
4	438152		\$4.30	02/13/15	00001	1633	KUDRNA, BRIAN
4	438153		\$42.00	02/13/15	02673	9	LAKEVILLE SOUTH SPEECH TEAM
4	438154		\$77.00	02/13/15	07762	0	LASKOW, MARC

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	438155		\$244.50	02/13/15	04999	0	LRP PUBLICATIONS
4	438156		\$66.00	02/13/15	08647	0	MARSHALL, JAMES
4	438157		\$281.00	02/13/15	24921	0	MECA SPORTSWEAR
4	438158		\$80.00	02/13/15	29046	0	MISENER, DENNIS JR.
4	438159		\$1,740.00	02/13/15	27788	1	MN DECA- JACKIE SCHILLER
4	438160		\$35.00	02/13/15	02540	0	MN SCHOOL BOARDS ASSOCIATION (MSBA)
4	438161		\$50.00	02/13/15	02440	4	MSOPA
4	438162		\$151.74	02/13/15	02765	0	NORCOSTCO, INC.
4	438163		\$270.00	02/13/15	03508	4	PARK NICOLLET HEALTH SERVICES
4	438164		\$1,260.00	02/13/15	04846	0	PARK SQUARE THEATRE
4	438165		\$74.00	02/13/15	06520	0	PELLETIER, DAN
4	438166		\$660.00	02/13/15	24879	0	PEREZ, MELISSA M.
4	438167		\$74.00	02/13/15	28569	0	PERKINS, JASON
4	438168		\$7.00	02/13/15	21458	0	PRIOR LAKE HIGH SCHOOL
4	438169		\$172.02	02/13/15	29073	0	PRO AUDIO SERVICE
4	438170		\$60.92	02/13/15	28277	0	ROBERT J. BRUNO, LTD
4	438171		\$60.00	02/13/15	28607	0	RODRIGUEZ, ELLEN
4	438172		\$100.00	02/13/15	29074	0	ROSELL, DESIREE
4	438173		\$1,701.00	02/13/15	03196	15	SCHOLASTIC INC
4	438174		\$329.28	02/13/15	04442	0	SCHOOL DATEBOOKS, INC.
4	438175		\$20.00	02/13/15	04683	0	SCOTT COUNTY TREASURER
4	438176		\$8,512.77	02/13/15	23848	0	SFM
4	438177		\$61.20	02/13/15	27563	0	SHRED RIGHT
4	438178		\$696.00	02/13/15	25672	0	SPECIAL DELIVERY OF MINNESOTA, INC
4	438179		\$1,457.80	02/13/15	24234	0	TEAMWORKS INTERNATIONAL, INC.
4	438180		\$45.00	02/13/15	29070	0	TEIGLAND, ROY
4	438181		\$800.00	02/13/15	01637	0	THREE RIVERS PARK DISTRICT
4	438182		\$202.94	02/13/15	00826	1	TIERNEY BROTHERS, INC.
4	438183		\$142.40	02/13/15	E7415	0	UMHOFER, THOMAS C
4	438184		\$581.00	02/13/15	02813	5	US DEPARTMENT OF EDUCATION
4	438185		\$308.52	02/13/15	04417	1	US FOODS INC
4	438186		\$96.00	02/13/15	27532	0	WIDBOON, AARON MICHAEL
4	438187		\$13,961.16	02/13/15	02776	0	XCEL ENERGY
4	438188		\$271.51	02/13/15	00016	2874	XIONG, MALEE
4	438189		\$172.00	02/13/15	29069	0	ZALCMAN, MICHAEL
4	438190		\$1,200.00	02/20/15	28363	0	ACET, INC.
4	438191		\$6,339.40	02/20/15	28551	0	ADVANCED IMAGING SOLUTIONS
4	438192		\$10,064.85	02/20/15	28551	1	ADVANCED IMAGING SOLUTIONS
4	438193		\$60.00	02/20/15	27525	0	AHMED, SOFIA
4	438194		\$130.50	02/20/15	27125	0	ALLEN, DARIEL J.
4	438195		\$18,673.06	02/20/15	21261	0	ANDERSON BUS COMPANY, INC.

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	438196		\$50.00	02/20/15	00016	2877	ANDERSON, HIDEYOSHI
4	438197		\$80.00	02/20/15	28680	0	BENISH, RICHARD
4	438198		\$25.00	02/20/15	00000	7196	BENOLKEN, LE
4	438199		\$79.44	02/20/15	12090	0	BLESI, AMY J
4	438200		\$2,278.00	02/20/15	09972	0	BUCK HILL, INC.
4	438201		\$25.00	02/20/15	00000	7195	BUDDE, BETTY
4	438202		\$109.00	02/20/15	28658	0	CARLSON, BRYAN
4	438203		\$42.65	02/20/15	00000	9023	CARLSTROM, CANDACE
4	438204		\$19,532.37	02/20/15	02519	0	CENTERPOINT ENERGY
4	438205		\$505.22	02/20/15	02781	5	CENTURYLINK
4	438206		\$120.00	02/20/15	25919	0	CORDOVA, LETICIA
4	438207		\$1,738.77	02/20/15	28540	0	CORE BEVERAGE
4	438208		\$903.00	02/20/15	00502	0	CORNERSTONE COPY CENTER
4	438209		\$6.00	02/20/15	00016	2878	CORTES-AGULAR, LIZBETH
4	438210		\$148.12	02/20/15	00645	0	CUB FOODS
4	438211		\$63,243.29	02/20/15	00809	0	DAKOTA ELECTRIC ASSOCIATION
4	438212		\$69.00	02/20/15	00000	9364	DAY, BARBARA
4	438213		\$77.00	02/20/15	03139	0	DELMONICO, DAVE
4	438214		\$101.22	02/20/15	00837	1	DEMCO, INC.
4	438215		\$935.00	02/20/15	28947	0	DESIGNED 4 IMAGINATION, LLC
4	438216		\$397.50	02/20/15	20524	0	DEWALD, RINA C.
4	438217		\$577,085.25	02/20/15	28300	1	DURHAM SCHOOL SERVICES
4	438218		\$3,281.13	02/20/15	02333	1	EARTHGRAINS BAKING CO. INC.
4	438219		\$200.00	02/20/15	27841	2	EAST RIDGE GOLF BOOSTERS
4	438220		\$1,322.50	02/20/15	09272	2	ECM PUBLISHERS, INC.
4	438221		\$181.50	02/20/15	06626	1	EDUCATIONAL PRODUCTS, INC
4	438222		\$505.00	02/20/15	29078	0	ERNIE'S PUB & GRILLE
4	438223		\$24.00	02/20/15	02495	0	FARMINGTON HIGH SCHOOL SPEECH TEAM
4	438224		\$115.00	02/20/15	28306	0	FORBORD, WILL
4	438225		\$14,688.00	02/20/15	27736	0	GLOBAL COMMUNICATIONS WIRING & SERVICES
4	438226		\$66.00	02/20/15	21290	0	GORMLEY, DAN
4	438227		\$3,808.25	02/20/15	07139	0	HASTINGS BUS COMPANY
4	438228		\$170.00	02/20/15	01856	0	IND. SCHOOL DIST. 271
4	438229		\$109.00	02/20/15	20646	0	ISTA, JOHN
4	438230		\$141.74	02/20/15	03003	2	J.W. PEPPER & SON INC.
4	438231		\$397.42	02/20/15	00016	2879	JACKSON-SETHER, CYNTHIA
4	438232		\$80.00	02/20/15	24067	0	JOHNSON, DENNIS
4	438233		\$74.00	02/20/15	09376	0	KARNAS, JIM
4	438234		\$74.00	02/20/15	27571	0	KARNAS, LUCAS
4	438235		\$51,542.41	02/20/15	27633	0	KELLY SERVICES, INC.
4	438236		\$264.00	02/20/15	26743	0	KIDCREATE STUDIO

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	438237		\$1,036.00	02/20/15	01718	0	LAKES COUNTRY SERVICE COOPERATIVE
4	438238		\$74.00	02/20/15	07719	0	LEIGHTON, TIM
4	438239		\$125.00	02/20/15	29077	0	LEITHER, MATTHEW
4	438240		\$599.61	02/20/15	02196	0	MACKIN EDUCATIONAL RESOURCES
4	438241		\$66.00	02/20/15	08647	0	MARSHALL, JAMES
4	438242		\$74.00	02/20/15	02957	0	MCGIVERN, JEROME J. "JAY"
4	438243		\$139.00	02/20/15	24921	0	MECA SPORTSWEAR
4	438244		\$100.00	02/20/15	26315	1	METRO COMMUNITY ED. DIRECTORS ASSN.
4	438245		\$284.90	02/20/15	23914	0	MIDWEST VENDING
4	438246		\$1,180.80	02/20/15	29079	1	MINMOR INDUSTRIES LLC
4	438247		\$20.00	02/20/15	02634	6	MN ASSOC OF SCHOOL BUSINESS OFFICIALS (MASBO)
4	438248		\$200.00	02/20/15	09389	0	MORTENSEN, SALLY
4	438249		\$1,023.75	02/20/15	22324	0	MULTILINGUAL WORD, INC.
4	438250		\$44.00	02/20/15	00000	7191	MURVARTIAN DE CERDA, ELIZABETH
4	438251		\$1.19	02/20/15	03519	0	NAPA AUTO PARTS
4	438252		\$385.00	02/20/15	04884	2	NASSP/NHS
4	438253		\$119.00	02/20/15	28905	0	NICE GUY TECHNOLOGY LLC
4	438254		\$1,110.00	02/20/15	06964	0	NICOL, BARBARA
4	438255		\$236.09	02/20/15	02489	1	OFFICE DEPOT COMPANY
4	438256		\$5,315.76	02/20/15	06477	0	OFFICE OF ENTERPRISE TECHNOLOGY
4	438257		\$88.00	02/20/15	00000	7192	OWEN, CATHERINE
4	438258		\$14,781.02	02/20/15	25193	0	PAPER 101
4	438259		\$199.00	02/20/15	21571	0	PESI
4	438260		\$156.00	02/20/15	26529	0	PLAIN, SUSAN
4	438261		\$135.00	02/20/15	24300	0	PRIESTER, JOHN
4	438262		\$102.00	02/20/15	00488	0	REGION 3AA
4	438263		\$74.00	02/20/15	22484	0	SARGENT, KEN
4	438264		\$1,087.00	02/20/15	05681	3	SHELDE NORTH AMERICA
4	438265		\$32.03	02/20/15	00016	2860	SCHEPERS, MICHAEL
4	438266		\$81.26	02/20/15	25097	1	SCHOOL SPECIALTY INC
4	438267		\$75.00	02/20/15	06455	1	SHAKOPEE HIGH SCHOOL
4	438268		\$3,970.77	02/20/15	28611	0	SOUTHWEST METRO EDUCATIONAL CO
4	438269		\$1,685.95	02/20/15	01076	1	SOUTHWEST NEWSPAPERS
4	438270		\$680.00	02/20/15	07091	2	ST CLOUD STATE UNIV-PROJECT LEAD THE WAY
4	438271		\$20.64	02/20/15	00000	9695	STEARNS, FRANCES
4	438272		\$198.00	02/20/15	26441	0	SYMANITZ, DAVID
4	438273		\$812.50	02/20/15	27356	0	TERHAAR, ARCHIBALD, PFEFFERLE & GRIEBEL, LLP
4	438274		\$181.40	02/20/15	28502	0	THE MCDOWELL AGENCY, INC.
4	438275		\$77.00	02/20/15	28681	0	THOM, ERIC

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	438276		\$120.00	02/20/15	00826	1	TIERNEY BROTHERS, INC.
4	438277		\$21,748.56	02/20/15	08203	1	TIES
4	438278		\$16,395.00	02/20/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438279	Unissued	\$0.00	02/20/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438280	Unissued	\$0.00	02/20/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438281	Unissued	\$0.00	02/20/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438282	Unissued	\$0.00	02/20/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438283		\$70,654.55	02/20/15	04417	1	US FOODS INC
4	438284	Unissued	\$0.00	02/20/15	04417	1	US FOODS INC
4	438285	Unissued	\$0.00	02/20/15	04417	1	US FOODS INC
4	438286	Unissued	\$0.00	02/20/15	04417	1	US FOODS INC
4	438287	Unissued	\$0.00	02/20/15	04417	1	US FOODS INC
4	438288		\$138.00	02/20/15	00000	7193	VU, DIANE
4	438289		\$39.00	02/20/15	00000	7194	WISE, GENE
4	438290		\$25.00	02/20/15	00000	8721	ZILLGITT, CARMEN
4	438291		\$57.00	02/20/15	28304	0	ZIMMERMAN, FRANK
4	438292		\$630.00	02/24/15	26089	0	ADAGIO DJAY ENTERTAINMENT
4	438293		\$720.00	02/24/15	28551	0	ADVANCED IMAGING SOLUTIONS
4	438294		\$23.50	02/24/15	06215	0	AIRPORT TAXI, INC.
4	438295		\$10.00	02/24/15	00016	2880	AKINS, NICOLE
4	438296		\$592.00	02/24/15	26795	1	ALLIED PROFESSIONALS, INC.
4	438297		\$77.94	02/24/15	00428	0	ARAMARK
4	438298		\$1,500.00	02/24/15	28410	0	AUGUST ASH, INC.
4	438299		\$21.00	02/24/15	00016	2881	BYRNE, HEATHER
4	438300		\$3,917.48	02/24/15	02519	3	CENTERPOINT ENERGY SERVICES, INC.
4	438301		\$1,138.53	02/24/15	00502	0	CORNERSTONE COPY CENTER
4	438302		\$259.07	02/24/15	28202	0	FOUNDATION 191
4	438303		\$2,897.70	02/24/15	09327	0	INTERMEDIATE SCHOOL DISTRICT 917
4	438304		\$316.99	02/24/15	03003	2	J.W. PEPPER & SON INC.
4	438305		\$233.00	02/24/15	28045	0	LAKESIDE PROMOTIONS, LLC
4	438306		\$41,470.83	02/24/15	28503	1	LINA
4	438307		\$150.00	02/24/15	26768	0	LUTHERAN SOCIAL SERVICE/FGP
4	438308		\$2,578.02	02/24/15	03029	1	MINNESOTA ENERGY RESOURCES CORPORATION
4	438309		\$70.00	02/24/15	22324	0	MULTILINGUAL WORD, INC.
4	438310		\$60.00	02/24/15	24879	0	PEREZ, MELISSA M.
4	438311		\$631.27	02/24/15	06985	0	PERIPOLE, INC.
4	438312		\$74.00	02/24/15	08082	0	PIKET, JOSEPH
4	438313		\$189.78	02/24/15	00000	9418	POZORSKI, LISA
4	438314		\$4,723.00	02/24/15	26836	1	RELIANCE COMMUNICATIONS
4	438315		\$1,534.00	02/24/15	20099	2	RELIASTAR LIFE INSURANCE COMPANY
4	438316		\$1,665.75	02/24/15	20099	3	RELIASTAR LIFE INSURANCE COMPANY

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	438317		\$8.37	02/24/15	03532	2	SCHMITT MUSIC
4	438318		\$1,643.67	02/24/15	04683	0	SCOTT COUNTY TREASURER
4	438319		\$60.00	02/24/15	28823	0	SCPS SOUTH INC
4	438320		\$680.00	02/24/15	25672	0	SPECIAL DELIVERY OF MINNESOTA, INC
4	438321		\$12,593.50	02/24/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438322	Unissued	\$0.00	02/24/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438323	Unissued	\$0.00	02/24/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438324	Unissued	\$0.00	02/24/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438325	Unissued	\$0.00	02/24/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438326		\$74.00	02/24/15	08838	0	TORBLAA, MARK
4	438327		\$12.66	02/24/15	04172	0	UNITED PARCEL SERVICE
4	438328		\$18,270.00	02/24/15	08595	0	UNIVERSITY OF MINNESOTA-TUITION
4	438329		\$80.00	02/24/15	23623	0	WAJDA, JAMES
4	438330		\$42.00	02/24/15	00000	8340	WIDNESS, CHRISTINE
4	438331		\$217.80	03/01/15	01118	0	ABLENET, INC.
4	438332		\$141.50	03/01/15	28171	0	ADVANCEPIERRE FOODS
4	438333		\$14,581.78	03/01/15	28147	1	AGROPUR
4	438334	Unissued	\$0.00	03/01/15	28147	1	AGROPUR
4	438335	Unissued	\$0.00	03/01/15	28147	1	AGROPUR
4	438336	Unissued	\$0.00	03/01/15	28147	1	AGROPUR
4	438337	Unissued	\$0.00	03/01/15	28147	1	AGROPUR
4	438338	Unissued	\$0.00	03/01/15	28147	1	AGROPUR
4	438339	Unissued	\$0.00	03/01/15	28147	1	AGROPUR
4	438340	Unissued	\$0.00	03/01/15	28147	1	AGROPUR
4	438341		\$513.33	03/01/15	03503	0	AMERICAN TIME & SIGNAL
4	438342		\$313.65	03/01/15	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	438343	Unissued	\$0.00	03/01/15	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	438344		\$1,203.11	03/01/15	00386	1	BARNES & NOBLE INC
4	438345		\$1,895.30	03/01/15	20362	0	BENCHMARK EDUCATION COMPANY
4	438346		\$13,151.58	03/01/15	00477	0	BIX PRODUCE COMPANY
4	438347	Unissued	\$0.00	03/01/15	00477	0	BIX PRODUCE COMPANY
4	438348	Unissued	\$0.00	03/01/15	00477	0	BIX PRODUCE COMPANY
4	438349	Unissued	\$0.00	03/01/15	00477	0	BIX PRODUCE COMPANY
4	438350	Unissued	\$0.00	03/01/15	00477	0	BIX PRODUCE COMPANY
4	438351	Unissued	\$0.00	03/01/15	00477	0	BIX PRODUCE COMPANY
4	438352		\$171.80	03/01/15	00172	1	BLICK ART MATERIALS
4	438353		\$1,064.69	03/01/15	04122	1	CALCULATORS INC.
4	438354		\$2,696.58	03/01/15	20289	1	CDW GOVERNMENT, INC.
4	438355		\$459.07	03/01/15	27279	1	COLE PAPERS INC.
4	438356		\$100.00	03/01/15	00502	0	CORNERSTONE COPY CENTER
4	438357		\$1,002.84	03/01/15	00666	1	COUNCIL FOR EXCEPTIONAL CHILDREN

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4	438358		\$28.00	03/01/15	00647	0	CROWN RENTAL, INC.
4	438359		\$23.00	03/01/15	00576	1	DELTA EDUCATION
4	438360		\$6,945.74	03/01/15	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	438361	Unissued	\$0.00	03/01/15	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	438362	Unissued	\$0.00	03/01/15	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	438363		\$130.14	03/01/15	06626	1	EDUCATIONAL PRODUCTS, INC
4	438364		\$570.00	03/01/15	28982	0	EKON-O-PAC, LLC
4	438365		\$1,587.40	03/01/15	01078	0	ELECTRO WATCHMAN, INC.
4	438366		\$172.00	03/01/15	23645	0	ESTR PUBLICATIONS
4	438367		\$2,350.00	03/01/15	26109	0	FIELD ENVIRONMENTAL CONSULTING, INC.
4	438368		\$3,484.76	03/01/15	01541	1	GENERAL PARTS, LLC
4	438369		\$7,500.00	03/01/15	01436	2	HEINEMANN EDUCATIONAL BOOKS
4	438370		\$12.44	03/01/15	00862	3	HERFF JONES, INC.
4	438371		\$2,023.54	03/01/15	09046	0	HI TECH REFRIGERATION
4	438372		\$29,862.96	03/01/15	09318	1	HILLYARD INC - MINNEAPOLIS
4	438373		\$1,134.56	03/01/15	03362	4	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.
4	438374		\$182.62	03/01/15	22258	1	INDUSTRIAL WASTE SERVICES INC.
4	438375		\$1,177.33	03/01/15	05816	0	JOHN A. DALSIN & SON, INC.
4	438376		\$15,000.00	03/01/15	28688	0	K12 TRANSPORTATION MANAGEMENT SERVICES, INC.
4	438377		\$507.73	03/01/15	02203	0	LAKESHORE LEARNING MATERIALS
4	438378		\$299.05	03/01/15	27253	0	LANDS BEST FOODS LLC
4	438379		\$147.00	03/01/15	06419	1	LENSCRAFTERS, INC.
4	438380		\$276.69	03/01/15	02196	0	MACKIN EDUCATIONAL RESOURCES
4	438381		\$1,937.25	03/01/15	08999	1	MEI TOTAL ELEVATOR SOLUTIONS
4	438382		\$1,296.00	03/01/15	28041	0	MIXMI BRANDS INC.
4	438383		\$67.85	03/01/15	28240	1	MN SUPPLY
4	438384		\$196.43	03/01/15	03519	0	NAPA AUTO PARTS
4	438385		\$587.47	03/01/15	02489	1	OFFICE DEPOT COMPANY
4	438386		\$1,453.50	03/01/15	09501	0	RABIDEAUX, ED
4	438387		\$107.99	03/01/15	21851	0	RED WING SHOE STORE
4	438388		\$1,157.25	03/01/15	09053	0	RIFTON EQUIPEMENT
4	438389		\$87.76	03/01/15	25097	1	SCHOOL SPECIALTY INC
4	438390		\$261.06	03/01/15	03553	0	SOUTHPAW ENTERPRISES, INC.
4	438391		\$1,245.00	03/01/15	23998	2	SUMMIT COMMERCIAL FACILITIES GROUP
4	438392		\$182.10	03/01/15	00826	1	TIERNEY BROTHERS, INC.
4	438393		\$931.00	03/01/15	08203	1	TIES
4	438394		\$2,970.21	03/01/15	01237	1	TOYS FOR SPECIAL CHILDREN, INC.
4	438395		\$11,067.28	03/01/15	03802	0	TRIO SUPPLY
4	438396	Unissued	\$0.00	03/01/15	03802	0	TRIO SUPPLY

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4	438397		\$1,494.99	03/01/15	04498	2	TRUGREEN PROCESSING CENTER
4	438398		\$868.15	03/01/15	29053	0	TWIN CITY MECHANICAL, INC.
4	438399		\$622.69	03/01/15	01197	1	US FOODS CULINARY EQUIPMENT & SUPPLIES LLC
4	438400		\$1,049.17	03/01/15	04435	0	WEST MUSIC COMPANY
4	438401		\$891.53	03/01/15	04566	0	ZIEGLER INC.
4	438402		\$120.00	02/27/15	27129	0	ALI, AMAAL
4	438403		\$120.00	02/27/15	23652	0	ALL IN ONE TRANSLATION AGENCY, LLC
4	438404		\$592.00	02/27/15	26795	1	ALLIED PROFESSIONALS, INC.
4	438405		\$28.50	02/27/15	04895	0	ASSOCIATION OF CLERICAL EMPLOYEES
4	438406		\$25.00	02/27/15	00001	1634	BOHM, MAUREEN
4	438407		\$400.00	02/27/15	29086	0	BOUCHA, HENRY
4	438408		\$239.00	02/27/15	00712	1	BUREAU OF EDUCATION & RESEARCH
4	438409		\$1,970.00	02/27/15	09991	0	BURNSVILLE ASSOCIATION OF EDUCATIONAL ASSTS
4	438410		\$484.80	02/27/15	28973	0	CASPERSON, JULIE
4	438411		\$46,266.79	02/27/15	02519	0	CENTERPOINT ENERGY
4	438412		\$279.78	02/27/15	25513	1	CHURCH OFFSET PRINTING, INC.
4	438413		\$668.94	02/27/15	28540	0	CORE BEVERAGE
4	438414		\$10,133.85	02/27/15	28504	0	CORPORATE HEALTH SYSTEMS, INC.
4	438415		\$1,002.10	02/27/15	28440	0	D. FONG'S
4	438416		\$198.00	02/27/15	29085	0	DAVIS, EDWARD
4	438417		\$16.34	02/27/15	29006	0	DECK THE WALLS
4	438418		\$96.00	02/27/15	29082	0	DEHN, BRIAN
4	438419		\$53.00	02/27/15	29083	0	DIAMOND, TIMOTHY
4	438420		\$50.00	02/27/15	26356	0	DIAZ RESENDIZ, MA ANA
4	438421		\$249.65	02/27/15	01064	2	EARL F. ANDERSEN
4	438422		\$398.90	02/27/15	09272	2	ECM PUBLISHERS, INC.
4	438423		\$182.50	02/27/15	28531	0	EDUCATION MINNESOTA
4	438424		\$120.00	02/27/15	28720	0	ELITE MUSIC
4	438425		\$1,083.00	02/27/15	20540	0	GARDEN & ASSOCIATES, INC
4	438426		\$404.00	02/27/15	20324	1	GURSTEL,STALOCH & CHARGO PA
4	438427		\$38.44	02/27/15	00862	3	HERFF JONES, INC.
4	438428		\$18.00	02/27/15	00016	2882	JACOBSON, DEBRA
4	438429		\$60.00	02/27/15	22010	0	JASSO, SEVERA E.
4	438430		\$52,941.56	02/27/15	27633	0	KELLY SERVICES, INC.
4	438431		\$80.00	02/27/15	29088	0	KITTEL, MAX
4	438432		\$18.00	02/27/15	00016	2114	LANHART, PAM
4	438433		\$60.00	02/27/15	25433	0	LUONG, JOE
4	438434		\$238.00	02/27/15	09951	0	MATH MASTERS OF MN
4	438435		\$20,215.31	02/27/15	01556	2	MEDICA
4	438436		\$100.00	02/27/15	00016	2876	MEHR, ADAM
4	438437		\$432.39	02/27/15	23914	0	MIDWEST VENDING

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Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	438438		\$66.00	02/27/15	28234	0	MOORE, LYNN
4	438439		\$350.00	02/27/15	28357	0	NATAS-UPPER MIDWEST FOUNDATION
4	438440		\$128.00	02/27/15	08769	0	NCPERS MINNESOTA
4	438441		\$216.00	02/27/15	09589	2	NEOPOST USA INC
4	438442		\$191.96	02/27/15	22639	1	NEXTEL
4	438443		\$780.00	02/27/15	24879	0	PEREZ, MELISSA M.
4	438444		\$125.00	02/27/15	26529	0	PLAIN, SUSAN
4	438445		\$60.00	02/27/15	21343	0	RAMACHER, THUY
4	438446		\$255.00	02/27/15	28277	0	ROBERT J. BRUNO, LTD
4	438447		\$60.00	02/27/15	28607	0	RODRIGUEZ, ELLEN
4	438448		\$203.00	02/27/15	25562	0	SACHS, ALICE
4	438449		\$7,475.72	02/27/15	07382	0	SCHOOL SERVICES EMPLOYEES LOCAL 284
4	438450		\$625.00	02/27/15	29087	0	SCIENCE EXPLORERS, INC.
4	438451		\$472.75	02/27/15	03660	0	SKATEVILLE
4	438452		\$1,500.00	02/27/15	04458	0	ST. PAUL TECHNICAL COLLEGE
4	438453		\$52.65	02/27/15	03640	5	STAPLES PRINT SOLUTIONS
4	438454		\$1,541.00	02/27/15	28706	0	STRATEGIC STAFFING SOLUTIONS, LLC
4	438455		\$57.00	02/27/15	29084	0	TESKE, DAVID LUKE
4	438456		\$60.00	02/27/15	24968	0	TRANG, KRISTINE
4	438457		\$579.00	02/27/15	02813	5	US DEPARTMENT OF EDUCATION
4	438458		\$34,418.96	02/27/15	04417	1	US FOODS INC
4	438459	Unissued	\$0.00	02/27/15	04417	1	US FOODS INC
4	438460	Unissued	\$0.00	02/27/15	04417	1	US FOODS INC
4	438461	Unissued	\$0.00	02/27/15	04417	1	US FOODS INC
4	438462	Unissued	\$0.00	02/27/15	04417	1	US FOODS INC
4	438463		\$11.59	02/27/15	02776	0	XCEL ENERGY
4	438464		\$105.00	03/03/15	28775	0	ABDULQADIR, FARHIYO
4	438465		\$68.00	03/03/15	28551	0	ADVANCED IMAGING SOLUTIONS
4	438466		\$10,064.85	03/03/15	28551	1	ADVANCED IMAGING SOLUTIONS
4	438467		\$5,853.00	03/03/15	06215	0	AIRPORT TAXI, INC.
4	438468		\$105.00	03/03/15	27129	0	ALI, AMAAL
4	438469		\$105.00	03/03/15	25919	0	CORDOVA, LETICIA
4	438470		\$231.18	03/03/15	24563	0	CRYSTAL BROOK DIRECT
4	438471		\$1,372.03	03/03/15	23922	0	DISCOUNT STEEL, INC.
4	438472		\$1,813.89	03/03/15	28651	0	FOOD GROUP
4	438473		\$12,240.00	03/03/15	27736	0	GLOBAL COMMUNICATIONS WIRING & SERVICES
4	438474		\$3,450.00	03/03/15	08754	0	GUTHRIE THEATER
4	438475		\$50.00	03/03/15	00001	1636	HARPER, MARK
4	438476		\$506.00	03/03/15	25408	0	HISTORY THEATRE, INC.
4	438477		\$105.00	03/03/15	27442	0	IBARRA, HILIANA
4	438478		\$135.00	03/03/15	01994	0	J&R SCHOOL SUPPLIES, INC.

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4	438479		\$105.00	03/03/15	22010	0	JASSO, SEVERA E.
4	438480		\$2,100.00	03/03/15	08356	1	KENNEDY & GRAVEN, CHARTERED
4	438481		\$31,167.00	03/03/15	02102	0	KRAUS-ANDERSON INS. AGENCY, INC.
4	438482		\$5,212.06	03/03/15	26241	0	M&E REALTY COMPANY
4	438483		\$100.00	03/03/15	07914	2	MN DEPT OF LABOR AND INDUSTRY
4	438484		\$1,310.00	03/03/15	03216	0	MROS, RICHARD
4	438485		\$200.00	03/03/15	27700	0	OLYMPIC COMMUNICATIONS INC.
4	438486		\$105.00	03/03/15	24879	0	PEREZ, MELISSA M.
4	438487		\$20.00	03/03/15	00016	2051	RANKE, SCOTT
4	438488		\$2,000.00	03/03/15	08798	12	REGENTS OF THE UNIVERSITY OF MINNESOTA
4	438489		\$10,900.00	03/03/15	24336	1	ROSETTA STONE LTD
4	438490		\$9,375.00	03/03/15	09588	1	SAVAGE, CITY OF
4	438491		\$1,360.00	03/03/15	07091	2	ST CLOUD STATE UNIV-PROJECT LEAD THE WAY
4	438492		\$4,650.00	03/03/15	27742	0	STRATEGIC SOURCE INC
4	438493		\$117.25	03/03/15	28502	0	THE MCDOWELL AGENCY, INC.
4	438494		\$750.00	03/03/15	02039	0	THE WORKS
4	438495		\$16,822.50	03/03/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438496	Unissued	\$0.00	03/03/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438497	Unissued	\$0.00	03/03/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438498	Unissued	\$0.00	03/03/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438499	Unissued	\$0.00	03/03/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438500		\$1,283.16	03/03/15	03802	0	TRIO SUPPLY
4	438501		\$1,218.00	03/03/15	04153	0	U.S. POSTMASTER
4	438502		\$5.50	03/03/15	00001	1635	ULRICK, REBECCA
4	438503		\$26,513.19	03/03/15	04417	1	US FOODS INC
4	438504	Unissued	\$0.00	03/03/15	04417	1	US FOODS INC
4	438505	Unissued	\$0.00	03/03/15	04417	1	US FOODS INC
4	438506		\$41,546.00	03/06/15	05296	0	360 COMMUNITIES
4	438507		\$1,200.00	03/06/15	28363	0	ACET, INC.
4	438508		\$160.00	03/06/15	29090	0	ADAMS, BRUCE
4	438509		\$300.00	03/06/15	27525	0	AHMED, SOFIA
4	438510		\$444.00	03/06/15	26795	1	ALLIED PROFESSIONALS, INC.
4	438511		\$76.50	03/06/15	29091	0	ANCHONDO, MARISA
4	438512		\$548.00	03/06/15	20192	0	ANNICA, INC.
4	438513		\$2,000.00	03/06/15	00778	0	ARMSTRONG, MAUREEN
4	438514		\$72.00	03/06/15	29092	0	ASKVIG, DYLAN
4	438515		\$30.00	03/06/15	26048	0	ATLAS
4	438516		\$135.00	03/06/15	29093	0	BARNARD, ANNA
4	438517		\$170.00	03/06/15	29094	0	BARNARD, THOMAS
4	438518		\$177.50	03/06/15	29095	0	BASTIAN, SUSAN
4	438519		\$170.00	03/06/15	08571	0	BERGERSON, PAULINE

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4	438520		\$135.00	03/06/15	29096	0	BEVIS, MARY MORGAN
4	438521		\$130.50	03/06/15	29111	0	BONNER HALL, DAWN
4	438522		\$175.00	03/06/15	29097	0	BOODOO, ROOPNARINE
4	438523		\$80.00	03/06/15	28709	0	BOTHOF, TIM
4	438524		\$62.38	03/06/15	00016	2884	BOTZ, SYDNEY
4	438525		\$63.00	03/06/15	29098	0	BOTZ, SYDNEY LAURA
4	438526		\$135.00	03/06/15	29099	0	BRAATEN, DANEEN
4	438527		\$135.00	03/06/15	29100	0	BRUNET, RANDAL C.
4	438528		\$4,946.00	03/06/15	23756	0	BRUTUS, INC.
4	438529		\$10,260.70	03/06/15	00435	0	BURNSVILLE ICE CENTER
4	438530		\$193.02	03/06/15	29101	0	BUSHLACK, DAVID
4	438531		\$130.50	03/06/15	29102	0	BUSHLACK, MARGARET
4	438532		\$20.00	03/06/15	00001	1639	CALVIN, TRAVIS
4	438533		\$74.00	03/06/15	23017	0	CASEY, MIKE
4	438534		\$120.00	03/06/15	28401	0	CHOY, KEREN
4	438535		\$240.00	03/06/15	28260	0	CHOY, SERGIO R.
4	438536		\$285.00	03/06/15	06392	0	COMPAS, INC.
4	438537		\$87.50	03/06/15	00001	1638	CONLEY FEUTON, SUE
4	438538		\$4.00	03/06/15	00016	2883	COOK, LEAH
4	438539		\$60.00	03/06/15	25919	0	CORDOVA, LETICIA
4	438540		\$81.00	03/06/15	29103	0	CRIST, ANN J.
4	438541		\$130.50	03/06/15	29104	0	CRIST, TIMOTHY WILLIAM
4	438542		\$100.00	03/06/15	29143	0	CROSS, TRAVIS
4	438543		\$1,125.00	03/06/15	21336	0	CSD
4	438544		\$69.75	03/06/15	29105	0	DANG, IVY
4	438545		\$427.50	03/06/15	20524	0	DEWALD, RINA C.
4	438546		\$9,445.52	03/06/15	00641	0	DICK'S/LAKEVILLE SANITATION, INC.
4	438547		\$72.00	03/06/15	29106	0	DOROW, MATTHEW W.
4	438548		\$67.25	03/06/15	26331	0	EDUCATION TO GO
4	438549		\$641.60	03/06/15	26262	0	EDUCATORS BENEFIT CONSULTANTS, LLC
4	438550		\$135.00	03/06/15	29107	0	EHR, DIANE B.
4	438551		\$72.00	03/06/15	29109	0	ENGLE, MEGAN
4	438552		\$483.00	03/06/15	04248	0	GEYEN, JULIE
4	438553		\$80.00	03/06/15	27126	0	GHIZONI, DAVID
4	438554		\$3,136.94	03/06/15	25477	0	GRAPHIC EDGE, INC.
4	438555		\$170.00	03/06/15	27857	0	GREENWOOD, BARBARA
4	438556		\$35.90	03/06/15	00575	0	GROTH MUSIC COMPANY
4	438557		\$135.00	03/06/15	29110	0	GRUNDHOFER, EVELYN
4	438558		\$99.00	03/06/15	27851	0	HANSON, LANIS
4	438559		\$130.50	03/06/15	29112	0	HARDGROVE, SHARON
4	438560		\$126.00	03/06/15	29113	0	HASSAN, NAJMA ABDIHAMID
4	438561		\$180.00	03/06/15	04407	0	HAUGEN, CLARE

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4	438562		\$135.00	03/06/15	29114	0	HAYES, COLLEEN
4	438563		\$177.50	03/06/15	29115	0	HAYES, JAMES
4	438564		\$256.00	03/06/15	29007	0	HEARN, JANNESSA L
4	438565		\$187.85	03/06/15	29116	0	HOPKO, KRIS
4	438566		\$53.20	03/06/15	00000	9706	HUERD, KAREN
4	438567		\$58.50	03/06/15	29117	0	HUSSEIN, ABDULHAMID ABDULKADIR
4	438568		\$74.00	03/06/15	27605	0	IGLESIAS, RAFAEL
4	438569		\$175.00	03/06/15	01856	0	IND. SCHOOL DIST. 271
4	438570		\$2,783.47	03/06/15	02483	0	INTEGRA TELECOM
4	438571		\$7,715.93	03/06/15	09327	0	INTERMEDIATE SCHOOL DISTRICT 917
4	438572		\$3,000.00	03/06/15	01029	0	INVER HILLS COMMUNITY COLLEGE
4	438573		\$105.00	03/06/15	00906	5	ISD 917-FUND CHEF
4	438574		\$57.00	03/06/15	07850	0	JENSEN, RANDY
4	438575		\$160.00	03/06/15	24067	0	JOHNSON, DENNIS
4	438576		\$137.25	03/06/15	23467	0	JOHNSON, MARJORIE
4	438577		\$135.00	03/06/15	29118	0	JONES, MARJORIE
4	438578		\$140.00	03/06/15	20523	0	JONES, SCOTT
4	438579		\$46,514.72	03/06/15	27633	0	KELLY SERVICES, INC.
4	438580		\$22.08	03/06/15	00016	2861	KINNEY, ETHAN
4	438581		\$72.00	03/06/15	29119	0	KLEINOW, KATHERINE LORENE
4	438582		\$135.00	03/06/15	29120	0	KNUTSON, LOREN
4	438583		\$180.00	03/06/15	29121	0	LOTTERHOS, JANICE MARIE
4	438584		\$74.00	03/06/15	23526	0	LOWE, GARY
4	438585		\$135.00	03/06/15	29122	0	LOWRY, DANIEL
4	438586		\$132.75	03/06/15	29123	0	MARIN, CELESTE
4	438587		\$225.44	03/06/15	27932	1	MATHESON TRI-GAS, INC.
4	438588		\$1,500.00	03/06/15	01265	0	MN ASSOC. FOR CHILDRENS MENTAL HEALTH
4	438589		\$130.00	03/06/15	04483	2	MN HIGH SCHOOL QUIZ BOWL, INC
4	438590		\$74.00	03/06/15	28308	0	MOORE, KENAN
4	438591		\$72.00	03/06/15	29124	0	MUESKE, TESS
4	438592		\$280.00	03/06/15	22324	0	MULTILINGUAL WORD, INC.
4	438593		\$130.50	03/06/15	23735	0	NACHMAN, LEN
4	438594		\$135.00	03/06/15	27863	0	NACHMAN, MIMI
4	438595		\$59.97	03/06/15	27289	0	NETWORKX CORPORATION
4	438596		\$136.00	03/06/15	28905	0	NICE GUY TECHNOLOGY LLC
4	438597		\$880.00	03/06/15	06964	0	NICOL, BARBARA
4	438598		\$65.25	03/06/15	29125	0	O'BRIEN, MEG
4	438599		\$300.00	03/06/15	03268	0	PACER CENTER, INC.
4	438600		\$74.00	03/06/15	28925	0	PENSINI, BRIANNA
4	438601		\$1,485.00	03/06/15	24879	0	PEREZ, MELISSA M.
4	438602		\$63.00	03/06/15	29126	0	PHAM, ANH THU TRAN

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4	438603		\$135.00	03/06/15	29127	0	PROCACCINI, ROBERT J.
4	438604		\$175.00	03/06/15	29128	0	RADTKE, DIANE L.
4	438605		\$135.00	03/06/15	29129	0	RAUSCH, ANGELIQUE RAE
4	438606		\$4,480.00	03/06/15	04555	1	REGION 6AA
4	438607		\$137.25	03/06/15	29130	0	RICHTSMEIER, DAVID
4	438608		\$308.70	03/06/15	28168	0	ROARK, RICHARD JEFFREY
4	438609		\$74.00	03/06/15	22268	0	ROCK, PATRICK
4	438610		\$135.00	03/06/15	29131	0	ROHRICK, PATRICIA
4	438611		\$120.00	03/06/15	29140	0	RONNINGEN, JOEL
4	438612		\$1,120.00	03/06/15	28297	0	ROSE, DEBBIE
4	438613		\$21.95	03/06/15	00001	1637	RUBEL, LYN
4	438614		\$58.50	03/06/15	29132	0	SAID, LIBIN
4	438615		\$4,718.19	03/06/15	09588	0	SAVAGE, CITY OF
4	438616		\$20.00	03/06/15	09588	4	SAVAGE, CITY OF
4	438617		\$77.00	03/06/15	27946	0	SCHMITZ, STEFANIE
4	438618		\$314.00	03/06/15	01882	0	SCORE - SOUTH METRO CHAPTER
4	438619		\$62,322.00	03/06/15	23848	0	SFM
4	438620		\$135.00	03/06/15	29133	0	SHOLD, PHILLIP
4	438621		\$1,056.00	03/06/15	22408	1	SKATETIME SCHOOL PROGRAMS
4	438622		\$57.00	03/06/15	28923	0	SLATER, TOM
4	438623		\$63.00	03/06/15	29134	0	SMITH, KATRINA
4	438624		\$175.00	03/06/15	29135	0	SOBERSKI, RICHARD
4	438625		\$968.45	03/06/15	26921	0	SOUTH SUBURBAN CONFERENCE
4	438626		\$1,409.83	03/06/15	28611	0	SOUTHWEST METRO EDUCATIONAL CO
4	438627		\$35.55	03/06/15	00000	9695	STEARNS, FRANCES
4	438628		\$135.00	03/06/15	29136	0	STUART, ERIN ELIZABETH
4	438629		\$25.00	03/06/15	27104	0	SUBURBAN LAW ENFORCEMENT ASSOCIATION (SLEA)
4	438630		\$135.00	03/06/15	29137	0	SWISHER, MARY
4	438631		\$200.00	03/06/15	29142	0	TELL, JENNIFER
4	438632		\$60.00	03/06/15	24968	0	TRANG, KRISTINE
4	438633		\$57.00	03/06/15	29108	0	TURNER, AARON
4	438634		\$124.00	03/06/15	29141	0	TWO GUYS FROM SCOTT COUNTY, INC.
4	438635		\$643.50	03/06/15	28197	0	TWO RIGHT FEET
4	438636		\$150.00	03/06/15	28852	0	TYLER, BRUCE
4	438637		\$4,289.81	03/06/15	28417	0	UNIVERSAL ATHLETIC SERVICE INC.
4	438638		\$15,420.05	03/06/15	04417	1	US FOODS INC
4	438639	Unissued	\$0.00	03/06/15	04417	1	US FOODS INC
4	438640		\$135.00	03/06/15	23080	0	USCHOLD WINKER, MARIE
4	438641		\$1,140.00	03/06/15	28749	0	VAIL RESORTS MANAGEMENT COMPANY, INC
4	438642		\$135.00	03/06/15	27856	0	VELASCO, SUSAN
4	438643		\$5,148.68	03/06/15	00535	1	VERIZON WIRELESS

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4	438644		\$259.41	03/06/15	20007	0	WASTE MANAGEMENT
4	438645		\$135.00	03/06/15	29138	0	WILBURN, RONALD
4	438646		\$74.00	03/06/15	22327	0	WOLLAN, TOM SR.
4	438647		\$278.99	03/06/15	24245	0	YOUTH ENRICHMENT LEAGUE
4	438648		\$150.00	03/06/15	28275	0	ZAVALA, HANAN
4	438649		\$137.25	03/06/15	29139	0	ZYTKOVICZ, ROSALYN
4	438650		\$191.82	03/06/15	00535	1	VERIZON WIRELESS
4	438651		\$5,750.00	03/06/15	00673	0	BURNSVILLE, CITY OF
4	438652		\$60.00	03/10/15	27525	0	AHMED, SOFIA
4	438653		\$60.00	03/10/15	23909	0	ALEMENY-JONES, AUREA
4	438654		\$14.00	03/10/15	00722	4	BLOOMINGTON FRIENDS OF FORENSICS
4	438655		\$986.00	03/10/15	09972	0	BUCK HILL, INC.
4	438656		\$10,290.98	03/10/15	04226	0	BURNSVILLE, CITY OF
4	438657	Unissued	\$0.00	03/10/15	04226	0	BURNSVILLE, CITY OF
4	438658		\$3,353.50	03/10/15	00502	0	CORNERSTONE COPY CENTER
4	438659		\$12,476.63	03/10/15	24183	0	DAKOTA TRANSPORT, INC.
4	438660		\$2,646.95	03/10/15	01002	0	EAGAN, CITY OF
4	438661		\$259.07	03/10/15	28202	0	FOUNDATION 191
4	438662		\$20.96	03/10/15	00016	2822	GLOVER, AMANDA
4	438663		\$145.00	03/10/15	08754	0	GUTHRIE THEATER
4	438664		\$30.00	03/10/15	03003	2	J.W. PEPPER & SON INC.
4	438665		\$120.00	03/10/15	22010	0	JASSO, SEVERA E.
4	438666		\$74.00	03/10/15	08976	0	LANDY, SCOTT
4	438667		\$2,905.00	03/10/15	05220	0	MACPHAIL
4	438668		\$120.00	03/10/15	24879	0	PEREZ, MELISSA M.
4	438669		\$385.00	03/10/15	03196	5	SCHOLASTIC
4	438670		\$20.00	03/10/15	00016	2312	ST ANTHONY HIGH SCHOOL
4	438671		\$16,149.00	03/10/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438672	Unissued	\$0.00	03/10/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438673	Unissued	\$0.00	03/10/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438674	Unissued	\$0.00	03/10/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438675	Unissued	\$0.00	03/10/15	21008	0	TLC SPECIAL TRANSPORTATION
4	438676		\$7,760.00	03/10/15	04045	1	TRANE U.S. INC.
4	438677		\$11.31	03/10/15	04172	0	UNITED PARCEL SERVICE
4	438678		\$29,848.97	03/10/15	04417	1	US FOODS INC
4	438679	Unissued	\$0.00	03/10/15	04417	1	US FOODS INC
4	438680	Unissued	\$0.00	03/10/15	04417	1	US FOODS INC
4	438681		\$105.00	03/10/15	25560	0	WARSAME, KADRA
4	438682		\$16,937.01	03/16/15	28147	1	AGROPUR
4	438683	Unissued	\$0.00	03/16/15	28147	1	AGROPUR
4	438684	Unissued	\$0.00	03/16/15	28147	1	AGROPUR
4	438685	Unissued	\$0.00	03/16/15	28147	1	AGROPUR

# Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	438686	Unissued	\$0.00	03/16/15	28147	1	AGROPUR
4	438687	Unissued	\$0.00	03/16/15	28147	1	AGROPUR
4	438688	Unissued	\$0.00	03/16/15	28147	1	AGROPUR
4	438689	Unissued	\$0.00	03/16/15	28147	1	AGROPUR
4	438690	Unissued	\$0.00	03/16/15	28147	1	AGROPUR
4	438691		\$1,504.34	03/16/15	03503	0	AMERICAN TIME & SIGNAL
4	438692		\$585.85	03/16/15	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	438693	Unissued	\$0.00	03/16/15	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	438694	Unissued	\$0.00	03/16/15	01365	0	AMERIPRIDE LINEN AND APPAREL SERVICES
4	438695		\$357.50	03/16/15	01100	0	ANCOM COMMUNICATIONS INC.
4	438696		\$61.90	03/16/15	00428	0	ARAMARK
4	438697		\$33.98	03/16/15	01253	1	BATTERIES + BULBS
4	438698		\$328.46	03/16/15	03931	0	BERRY COFFEE COMPANY
4	438699		\$759.83	03/16/15	08358	0	BERTELSON TOTAL OFFICE SOLUTIONS
4	438700		\$14,453.42	03/16/15	00477	0	BIX PRODUCE COMPANY
4	438701	Unissued	\$0.00	03/16/15	00477	0	BIX PRODUCE COMPANY
4	438702	Unissued	\$0.00	03/16/15	00477	0	BIX PRODUCE COMPANY
4	438703	Unissued	\$0.00	03/16/15	00477	0	BIX PRODUCE COMPANY
4	438704	Unissued	\$0.00	03/16/15	00477	0	BIX PRODUCE COMPANY
4	438705	Unissued	\$0.00	03/16/15	00477	0	BIX PRODUCE COMPANY
4	438706	Unissued	\$0.00	03/16/15	00477	0	BIX PRODUCE COMPANY
4	438707		\$2,343.92	03/16/15	20289	1	CDW GOVERNMENT, INC.
4	438708		\$230.00	03/16/15	25513	1	CHURCH OFFSET PRINTING, INC.
4	438709		\$902.00	03/16/15	27640	0	COMMERCIAL KITCHEN SERVICES
4	438710		\$279.00	03/16/15	24563	0	CRYSTAL BROOK DIRECT
4	438711		\$220.70	03/16/15	00782	1	CURRICULUM ASSOCIATES, INC.
4	438712		\$67.67	03/16/15	00837	1	DEMCO, INC.
4	438713		\$6,382.99	03/16/15	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	438714	Unissued	\$0.00	03/16/15	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	438715	Unissued	\$0.00	03/16/15	00279	0	DIVERSIFIED SNACK DISTRIBUTION
4	438716		\$728.00	03/16/15	00827	0	DODGE OF BURNSVILLE, INC.
4	438717		\$647.25	03/16/15	01078	0	ELECTRO WATCHMAN, INC.
4	438718		\$7.47	03/16/15	23054	1	FASTENAL
4	438719		\$84.20	03/16/15	01541	1	GENERAL PARTS, LLC
4	438720		\$2,914.59	03/16/15	04387	1	GRAINGER
4	438721		\$2,140.55	03/16/15	01641	0	H&B SPECIALIZED PRODUCTS, INC.
4	438722		\$697.45	03/16/15	09046	0	HI TECH REFRIGERATION
4	438723		\$8,838.17	03/16/15	09318	1	HILLYARD INC - MINNEAPOLIS
4	438724		\$11,200.00	03/16/15	26668	1	HM RECEIVABLES CO LLC
4	438725		\$721.08	03/16/15	04818	0	HORIZON COMMERCIAL POOL SUPPLY

# Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
4	438726		\$427.95	03/16/15	25612	0	IMAGE MARKET
4	438727		\$149.99	03/16/15	03003	2	J.W. PEPPER & SON INC.
4	438728		\$527.25	03/16/15	08955	0	KELLEHER, HELMRICH AND ASSOCIATES
4	438729		\$683.70	03/16/15	27253	0	LANDS BEST FOODS LLC
4	438730		\$1,369.00	03/16/15	28777	0	LOVEGREEN MACHINE SAFETY INC
4	438731		\$461.18	03/16/15	02196	0	MACKIN EDUCATIONAL RESOURCES
4	438732		\$2,246.41	03/16/15	28793	1	MANSFIELD OIL COMPANY
4	438733		\$291.89	03/16/15	04961	0	MINVALCO, INC.
4	438734		\$1,344.00	03/16/15	28041	0	MIXMI BRANDS INC.
4	438735		\$1,483.84	03/16/15	29076	0	NORTHERN SPEECH SERVICES
4	438736		\$115.00	03/16/15	02489	1	OFFICE DEPOT COMPANY
4	438737		\$8,390.00	03/16/15	28897	0	ORGANIX SOLUTIONS
4	438738		\$92.85	03/16/15	04333	1	PATTERSON MEDICAL SUPPLY INC
4	438739		\$1,863.00	03/16/15	21744	0	QUALITY AIR MECHANICAL, INC.
4	438740		\$125.00	03/16/15	05511	0	RED WING SHOE STORE
4	438741		\$107.99	03/16/15	21851	0	RED WING SHOE STORE
4	438742		\$537.47	03/16/15	03808	1	SCANTRON CORPORATION
4	438743		\$607.16	03/16/15	03537	1	SCHOOL HEALTH SUPPLY CO., INC.
4	438744		\$2,634.00	03/16/15	26145	2	SCHOOL OUTFITTERS
4	438745		\$11.24	03/16/15	25097	1	SCHOOL SPECIALTY INC
4	438746		\$506.53	03/16/15	29065	0	SELF HELP WAREHOUSE
4	438747		\$55.63	03/16/15	03472	2	SHIFFLER EQUIPMENT SALES INC
4	438748		\$629.00	03/16/15	03587	1	SIMPLEX GRINNELL
4	438749		\$162.68	03/16/15	03689	0	STATE SUPPLY CO., INC.
4	438750		\$100.69	03/16/15	04308	0	SUPER DUPER SCHOOL CO.
4	438751		\$59.90	03/16/15	21285	1	THERAPRO INC.
4	438752		\$39.47	03/16/15	01377	0	THERAPY SHOPPE
4	438753		\$1,300.00	03/16/15	08203	1	TIES
4	438754		\$157.60	03/16/15	22123	1	TOTAL FILTRATION SERVICES, INC.
4	438755		\$4,788.06	03/16/15	03802	0	TRIO SUPPLY
4	438756		\$3,094.65	03/16/15	26380	0	TYLER TECHNOLOGIES INC
4	438757		\$108.27	03/16/15	01197	1	US FOODS CULINARY EQUIPMENT & SUPPLIES LLC
4	438758		\$551.36	03/16/15	04566	0	ZIEGLER INC.
<b>Check Count</b>	<b>643</b>	<b>Grand Total</b>	<b>\$2,078,646.07</b>				

## Check Register Report

43

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
6	103		\$2,133.73	02/26/15	20320	0	NORTHERN AIR CORPORATION (NAC)
6	104		\$1,346.16	02/26/15	26086	0	ORKIN COMMERCIAL SERVICES
<b>Check Count</b>	<b>2</b>	<b>Grand Total</b>	<b>\$3,479.89</b>				

# Check Register Report

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Address Number	Vendor Name
3	101026		\$21,216.71	02/13/15	26500	0	ARMSTRONG TORSETH SKOLD & RYDEEN INC.
3	101027		\$66,019.93	02/13/15	23509	0	COOL AIR MECHANICAL, INC.
3	101028		\$638.60	02/13/15	09272	2	ECM PUBLISHERS, INC.
3	101029		\$2,780.00	02/13/15	29062	0	HAUGO GEOTECHNICAL SERVICES, LLC
3	101030		\$6,020.63	03/06/15	01078	0	ELECTRO WATCHMAN, INC.
3	101031		\$65,000.00	03/06/15	27619	1	SRI CONSULTANTS, INC.
3	101032		\$5,333.00	03/06/15	23998	2	SUMMIT COMMERCIAL FACILITIES GROUP
3	101033		\$3,000.00	03/06/15	22872	0	SYLVANDER HEATING, INC.
3	101034		\$3,125.00	03/06/15	04306	0	W.E. NEAL SLATE CO.
3	101035		\$1,640.00	03/06/15	24933	0	DURAND MANUFACTURING, INC.
<b>Check Count</b>	<b>10</b>	<b>Grand Total</b>	<b>\$174,773.87</b>				



**Agenda II.B.5  
April 9, 2015**

**TO: Dr. Joe Gothard, Superintendent and Board of Education**

**FROM: Lisa K. Rider, Executive Director of Business Services**

**DATE: April 9, 2015**

**RE: Budget Analysis for the Month Ending February 28, 2015**

**RECOMMENDATION:** That the Board accepts the Budget Analysis for the month ending February 28, 2015

The February Budget Reports are presented for Board information and review. The reports indicate the following:

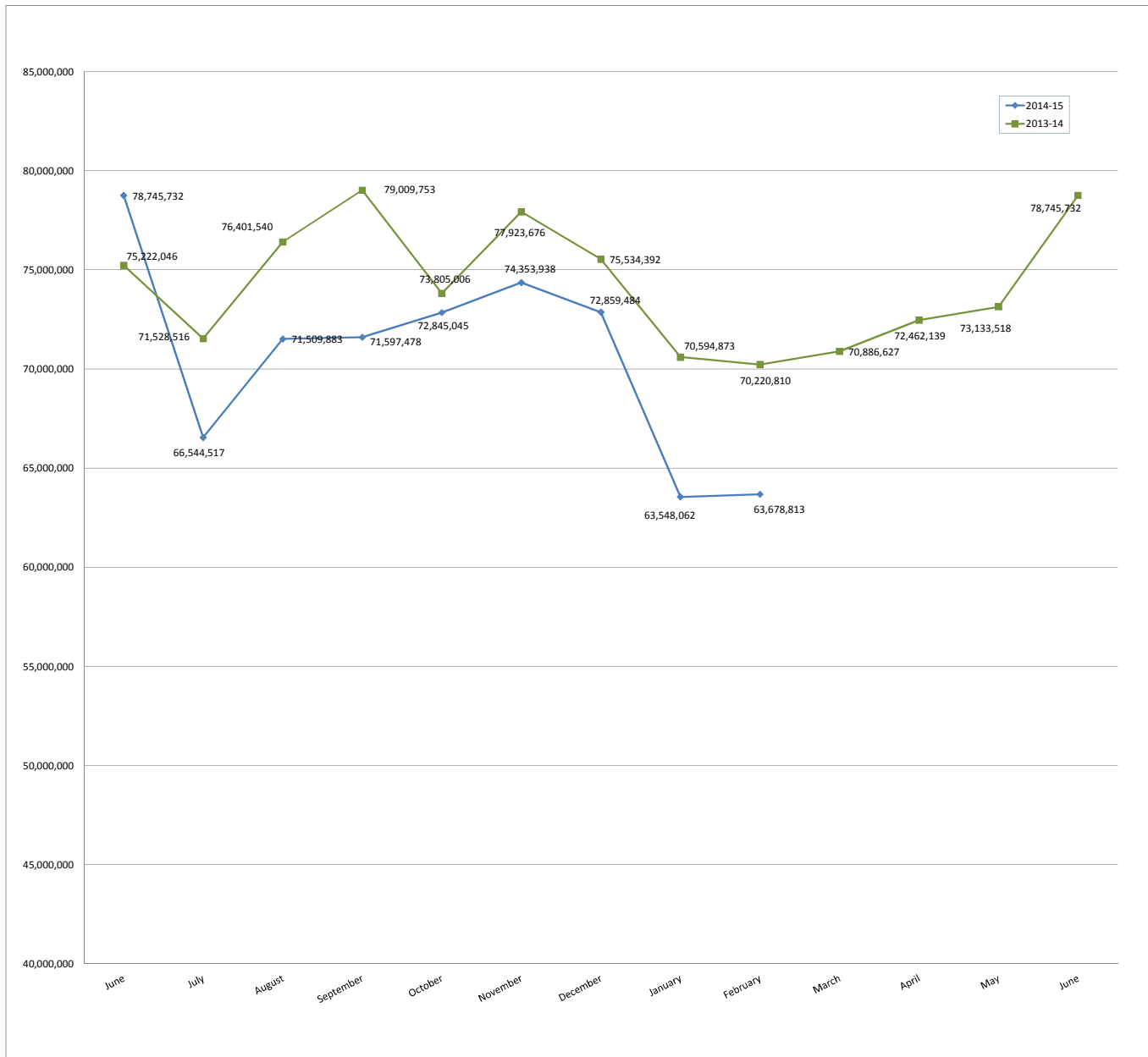
	<u>Year-to-Date Revenue</u>	<u>% of Adopted Budget</u>	<u>Year-to-Date Expenditures</u>	<u>% of Adopted Budget</u>
All Funds	\$ 86,675,048	55.00%	\$ 103,507,860	63.23%
General Fund	\$ 63,519,175	54.92%	\$ 67,709,784	56.29%

To assist the Board in monitoring monthly financial activity and to help identify budget-to-actual deviations, the following graphs have been developed for all funds and the general fund:

Cash and Investments by Month for Last year and Current year  
Revenues Year-to-Date for Last two years and Current year  
Expenditures Year-to-Date for Last two years and Current year

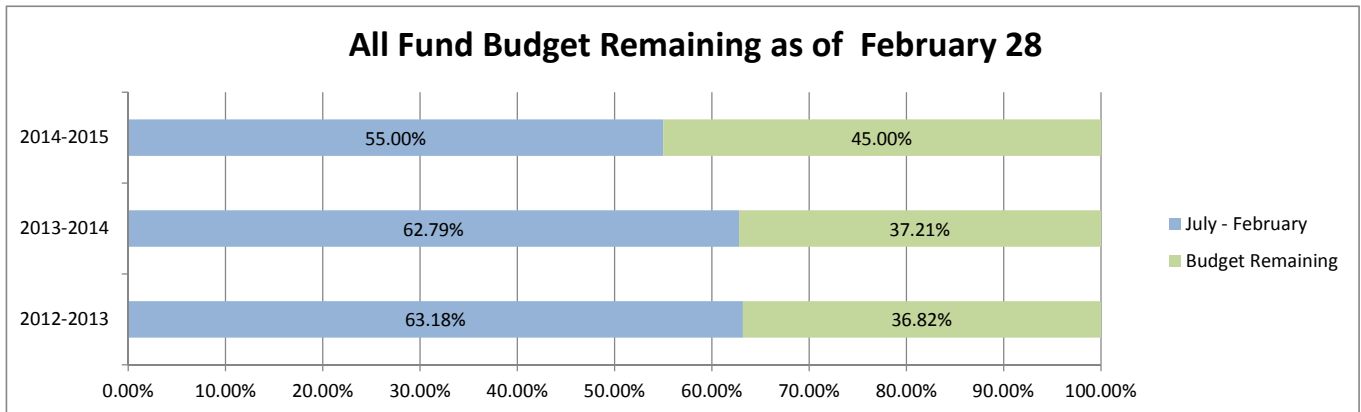
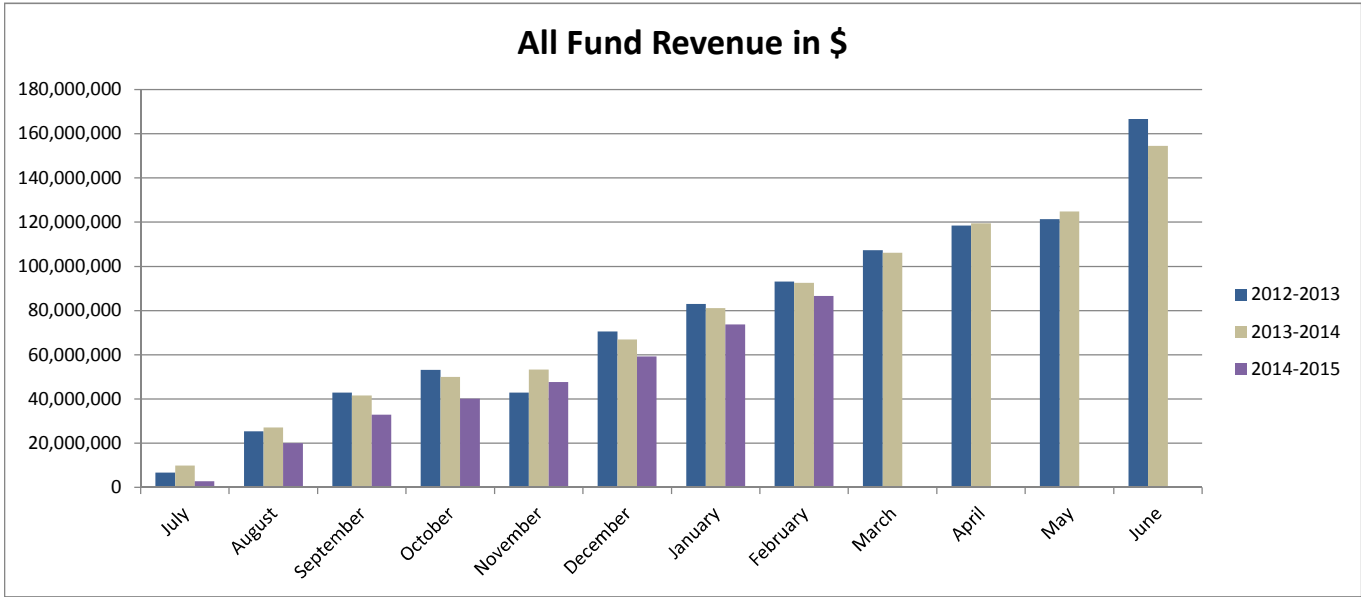
All of the reports and graphs show last year's actual figures, this year's budget and this year's activity to day. Additional detail is available upon request. I would be glad to answer any questions regarding these reports.

ALL FUNDS CASH AND INVESTMENTS  
2013-14 AND 2014-15



**REVENUE COMPARISON  
ALL FUNDS**

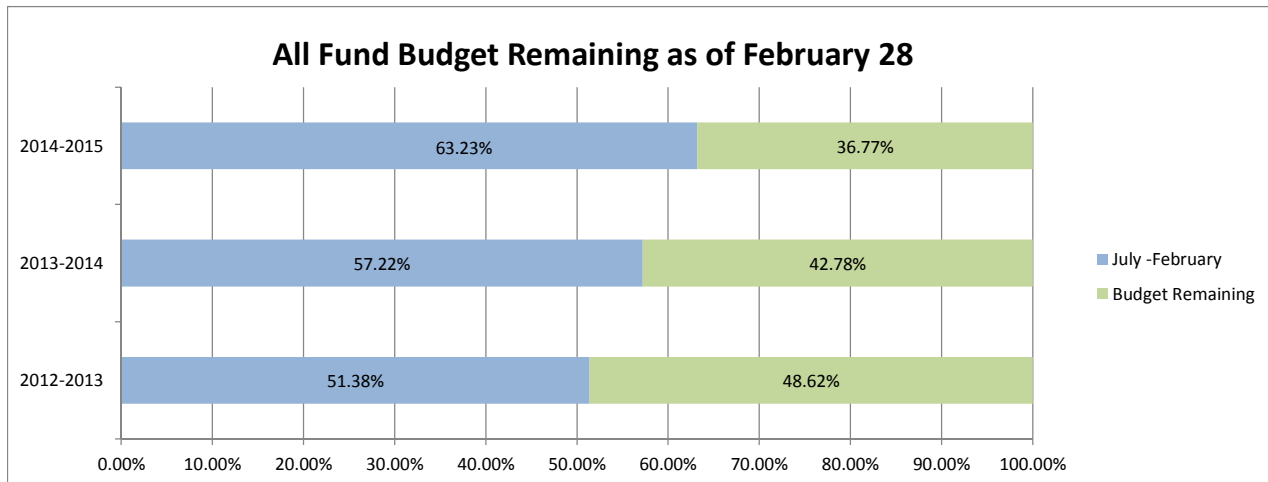
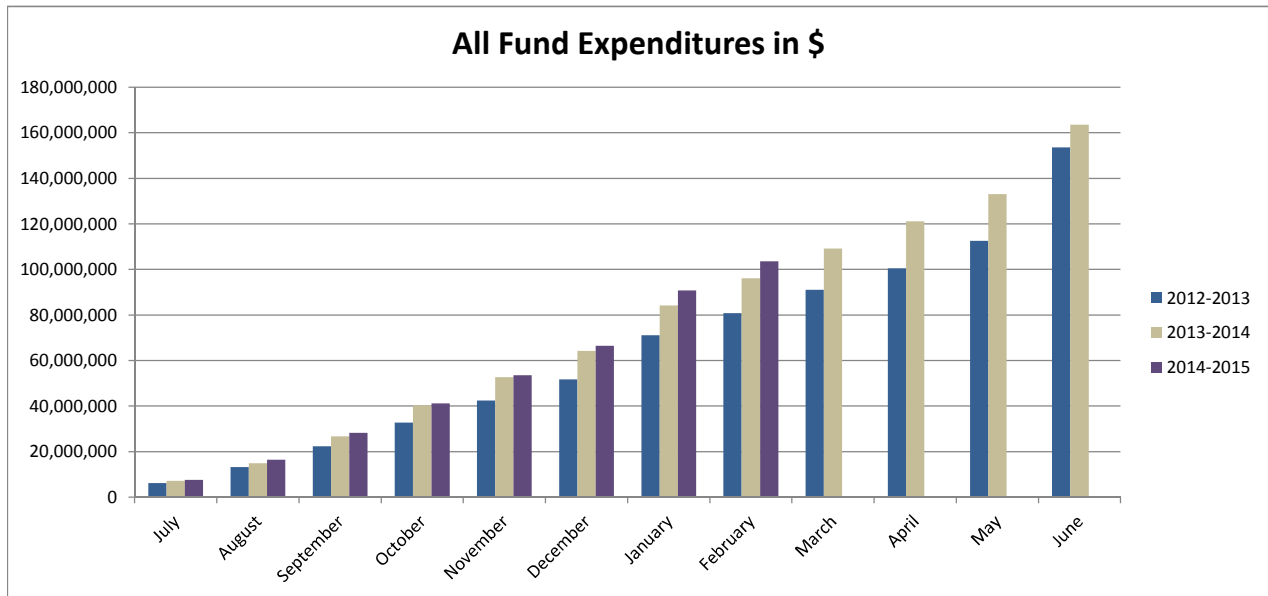
	2012-2013		2013-2014		2014-2015	
	\$	%	\$	%	\$	%
July	6,717,367	4.56%	9,962,088	6.76%	2,850,387	1.81%
August	25,348,903	17.19%	27,156,320	18.42%	20,097,761	12.75%
September	42,917,836	29.10%	41,620,021	28.23%	32,867,875	20.86%
October	53,192,279	36.07%	49,945,312	33.88%	40,162,882	25.49%
November	42,858,382	29.06%	53,270,705 **	36.13%	47,710,427 **	30.28%
December	70,557,852	47.84%	66,951,638	45.41%	59,268,168	37.61%
January	83,041,876	56.31%	81,044,548	54.97%	73,682,714	46.76%
February	93,179,691	63.18%	92,574,079	62.79%	86,675,048	55.00%
March	107,347,885	72.79%	106,129,747	71.99%		0.00%
April	118,511,244	80.36%	119,537,187	81.08%		0.00%
May	121,307,518	82.26%	124,812,839	84.66%		0.00%
June	166,612,030	112.98%	154,456,907	104.77%		0.00%
<b>BUDGET</b>	<b>147,471,770</b>	<b>100.00%</b>	<b>147,425,062</b>	<b>100.00%</b>	<b>157,578,910</b>	<b>100.00%</b>



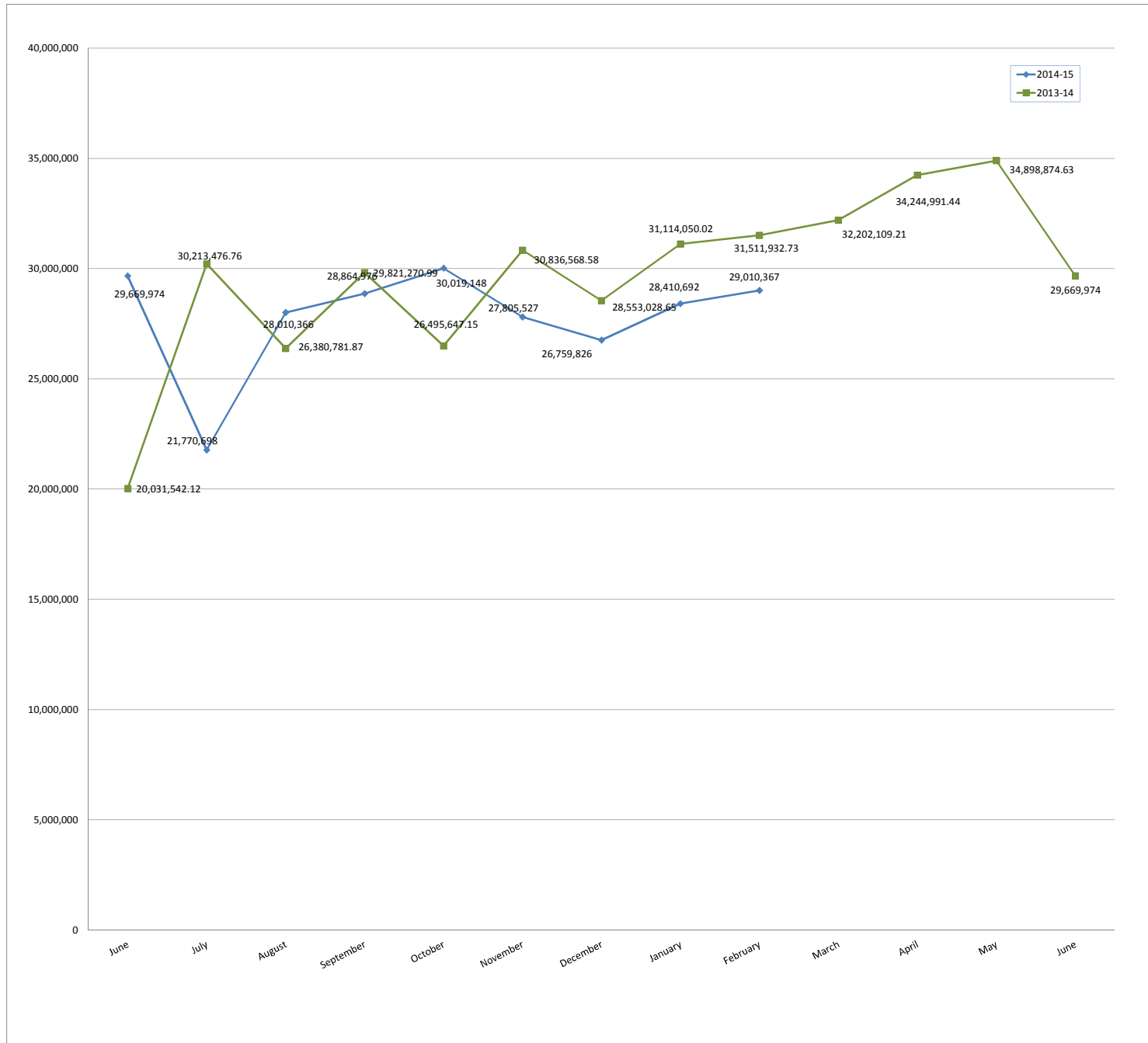
\*\* The year to year comparison will vary due to the timing of the reversal of prior year accruals.

**EXPENDITURE COMPARISON  
ALL FUNDS**

	2012-2013		2013-2014		2014-2015	
	\$	%	\$	%	\$	%
July	6,237,592	3.97%	7,158,138	4.26%	7,547,048	4.61%
August	13,194,220	8.39%	14,925,772	8.89%	16,483,027	10.07%
September	22,408,191	14.25%	26,723,106	15.92%	28,293,796	17.29%
October	32,775,109	20.84%	40,284,425	23.99%	41,129,759	25.13%
November	42,419,942	26.97%	52,655,277	31.36%	53,531,556	32.70%
December	51,677,418	32.86%	64,273,426	38.28%	66,513,786	40.63%
January	71,167,003	45.25%	84,162,075	50.12%	90,772,024	55.45%
February	80,797,834	51.38%	96,072,892	57.22%	103,507,860	63.23%
March	91,013,593	57.87%	109,116,145	64.98%		0.00%
April	100,500,565	63.91%	121,080,912	72.11%		0.00%
May	112,589,482	71.59%	133,051,690	79.24%		0.00%
June	153,627,737	97.69%	163,502,430	97.37%		
<b>BUDGET</b>	<b>157,261,314</b>	<b>100.00%</b>	<b>167,911,404</b>	<b>100.00%</b>	<b>163,689,736</b>	<b>100.00%</b>

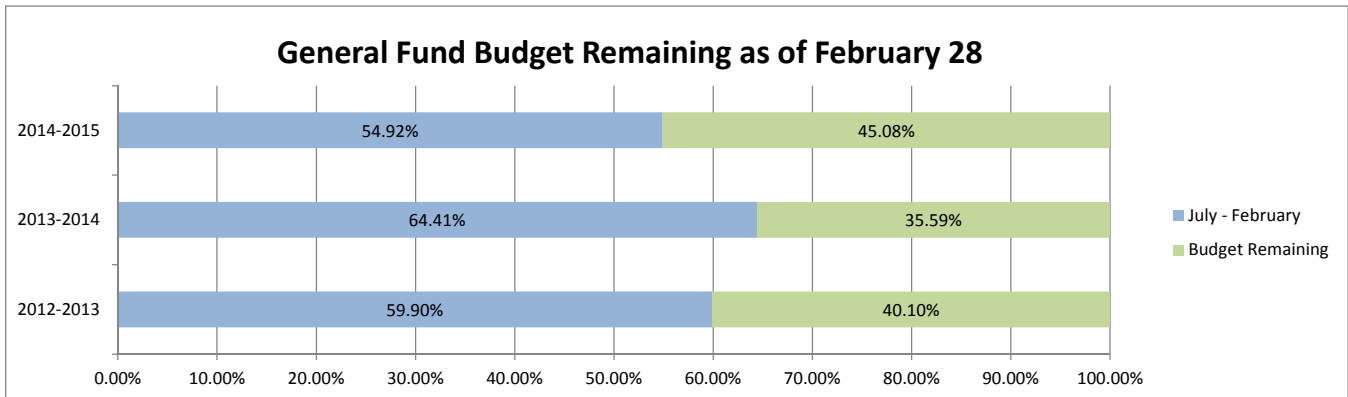
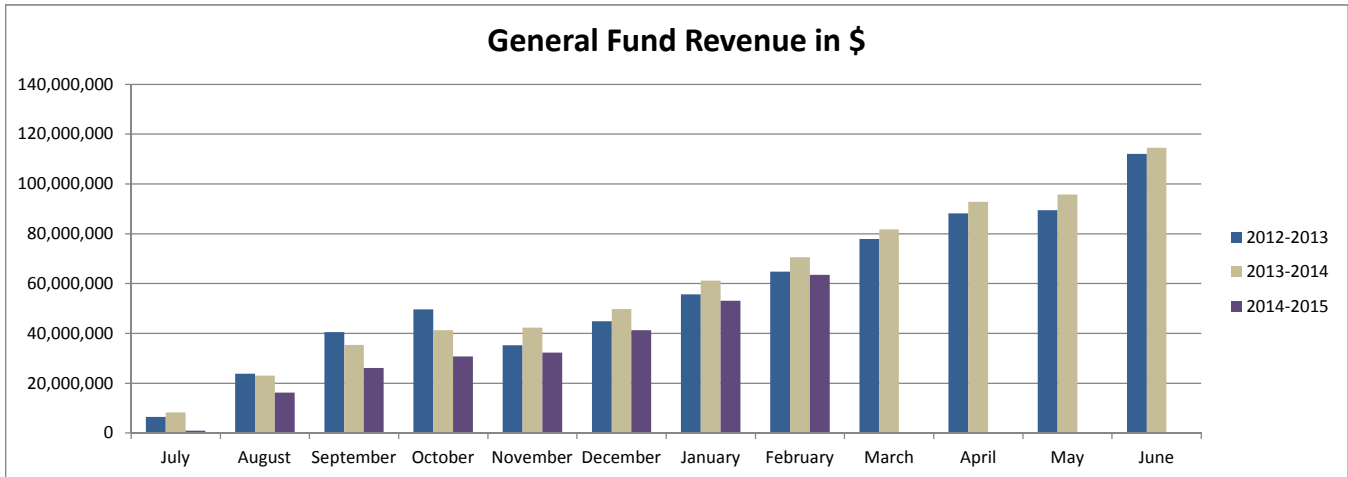


## GENERAL FUND CASH AND INVESTMENTS 2013-14 AND 2014-15



**REVENUE COMPARISON  
GENERAL FUND**

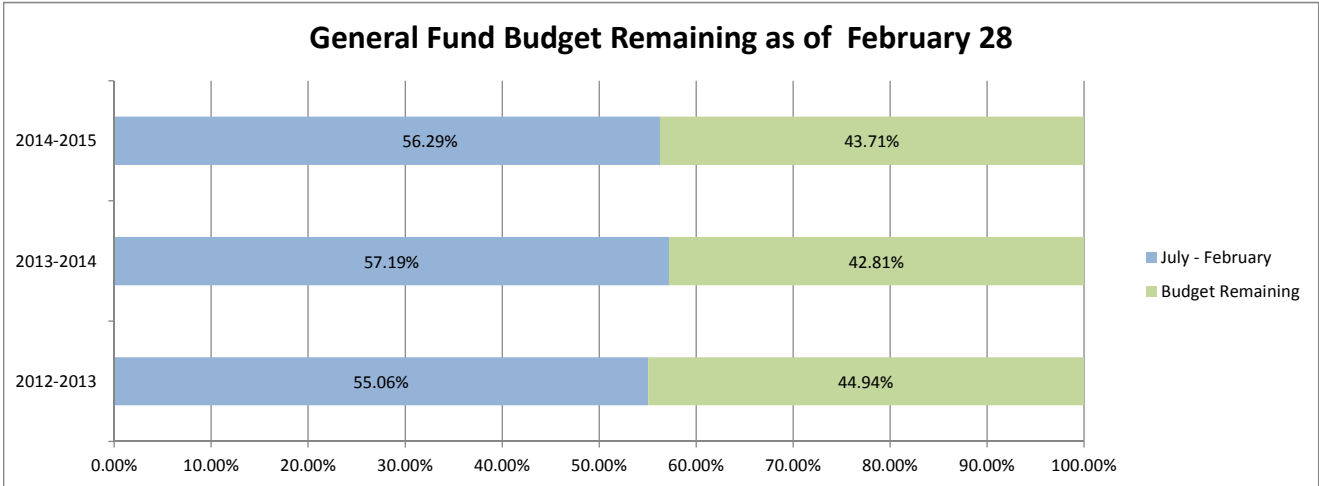
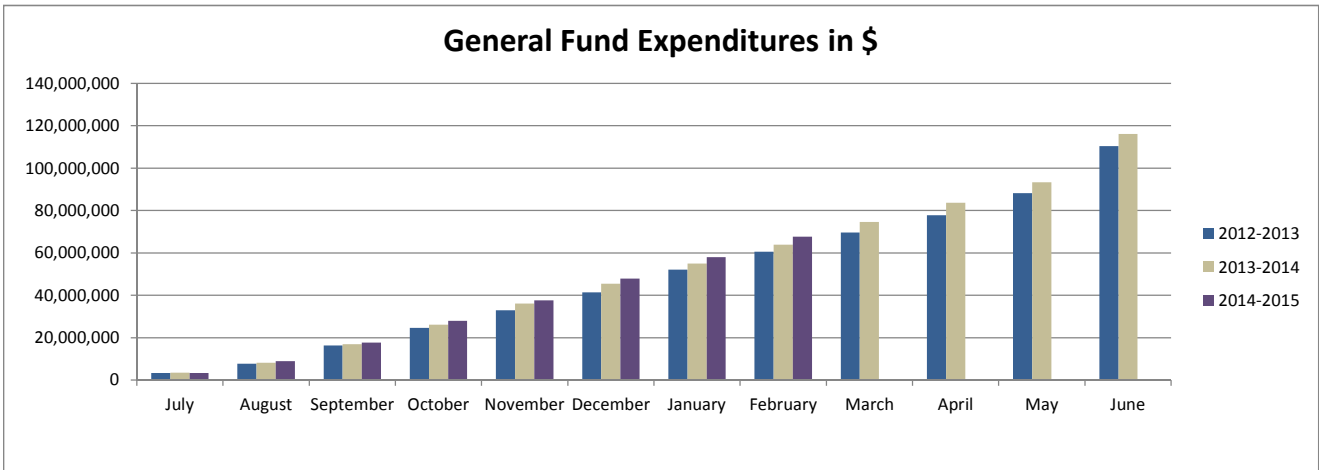
	2012-2013		2013-2014		2014-2015	
	\$	%	\$	%	\$	%
July	6,416,600	5.93%	8,213,239	7.50%	998,299	0.86%
August	23,874,618	22.06%	23,035,862	21.04%	16,255,179	14.05%
September	40,538,045	37.46%	35,369,620	32.30%	26,150,902	22.61%
October	49,597,402	45.83%	41,313,574	37.73%	30,774,320	26.61%
November	35,235,834	32.56%	42,329,912 **	38.65%	32,344,957 **	27.97%
December	44,832,554	41.43%	49,821,048	45.49%	41,271,780	35.68%
January	55,686,273	51.46%	61,240,048	55.92%	53,037,217	45.86%
February	64,825,144	59.90%	70,541,317	64.41%	63,519,175	54.92%
March	77,846,400	71.94%	81,730,478	74.63%		0.00%
April	88,163,261	81.47%	92,855,155	84.79%		0.00%
May	89,486,592	82.69%	95,758,464	87.44%		0.00%
June	112,117,128	103.61%	114,521,447	104.57%		
<b>BUDGET</b>	<b>108,215,137</b>	<b>100.00%</b>	<b>109,511,368</b>	<b>100.00%</b>	<b>115,657,087</b>	<b>100.00%</b>



\*\* The year to year comparison will vary due to the timing of the reversal of prior year accruals.

**EXPENDITURE COMPARISON  
GENERAL FUND**

	2012-2013		2013-2014		2014-2015	
	\$	%	\$	%	\$	%
July	3,291,612	2.99%	3,493,163	3.13%	3,337,696	2.77%
August	7,718,161	7.01%	8,175,160	7.32%	8,947,182	7.44%
September	16,257,842	14.78%	16,950,675	15.17%	17,645,205	14.67%
October	24,586,322	22.34%	26,176,565	23.43%	27,881,276	23.18%
November	32,970,837	29.96%	36,060,193	32.27%	37,625,436	31.28%
December	41,323,030	37.56%	45,489,506	40.71%	47,847,779	39.78%
January	52,038,938	47.29%	54,985,329	49.21%	57,981,560	48.20%
February	60,580,030	55.06%	63,905,214	57.19%	67,709,784	56.29%
March	69,662,177	63.31%	74,531,071	66.70%		0.00%
April	77,809,730	70.72%	83,716,830	74.93%		0.00%
May	88,121,623	80.09%	93,317,546	83.52%		0.00%
June	110,325,578	100.27%	116,061,352	103.87%		0.00%
<b>BUDGET</b>	<b>110,032,711</b>	<b>100.00%</b>	<b>111,732,524</b>	<b>100.00%</b>	<b>120,295,546</b>	<b>100.00%</b>





**Agenda II.B.6  
April 9, 2015**

**To:** Members, Board of Education

**From:** Dr. Joe Gothard, superintendent

**Date:** April 3, 2015

**Re:** Designate the Identified Official with the Authority to authorize user access to Minnesota Department of Education (MDE)

**RECOMMENDATION:** That the Board of Education designates Joseph Gothard, superintendent as the Identified Official with Authority to authorize user access to MDE secure websites for our district and gives him the responsibility of assigning job duties to local education agency staff.

The Minnesota Department of Education released a new External User Access Recertification System. Previously, in many cases MDE secure system required the district to complete a separate Superintendent Authorization Form to indicate which users were authorized for access to that system. Beginning April 1, 2015 the External User Access Recertification System replaces those forms with one system that allows the local education agency superintendent to:

1. See everyone with external access to MDE secure systems for their LEA.
2. Pre-authorize new external user access to MDE secure systems for their LEA.
3. Annually review, recertify or revoke external user access to MDE secure systems for their LEA.

Local education agencies must resubmit documentation from the school board annually designating the Identified Official with Authority, as well as any time there is a change in the assignment of the Identified Official with Authority. This documentation serves as the annual recertification of the Identified Official with Authority designation in accordance with Minnesota State Access Control Security Standard 1.0.

Upon board approval, an email will be sent to MDE ([mde.school-verify@state.mn.us](mailto:mde.school-verify@state.mn.us)) naming Joseph Gothard as the designated Identified Official with Authority and the associated school board meeting minutes attached.

/jmk



**Agenda II.B.7**  
**April 9, 2015**

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

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

**Date:** April 9, 2015

**Re:** Approve FY16 Achievement and Integration Revenue Budget

**RECOMMENDATION:** That the Board of Education approves the FY 16 Achievement and Integration Revenue Budget plan. The FY16 Achievement and Integration Revenue Budget plan represents Revenues of \$1,923,278.13 and expenditures of \$1,923,278.13.

The FY 2015-2016 Budget Design Team has spent time since January, when the revenue award was announced, to obtain input from various groups. This included the principal at Sky Oaks, which is a racially isolated school.

Attached you will find the Line Item Budget Summary and Budget Narrative, along with the Achievement and Integration Plan goals and activities related to each line item.

We believe this grant to closely align with our Vision One91 goals and addresses a number of needs within our schools.

**Minnesota** Department of **Achievement and Integration Revenue**  
**Education** **FY 2016 Budget Worksheet**

Use this worksheet to list proposed expenditures of FY 2016 Achievement and Integration revenue. Address general questions on budget submission to the Office of Equity and Innovation, 651-582-8462. Return this completed worksheet by March 15, 2015 to [mde.integration@state.mn.us](mailto:mde.integration@state.mn.us).

**Electronic submission is required. Please submit using the file name *AI Budget [Your District Name] FY2016*.**

**District Name:** Burnsville-Eagan-Savage Public Schools  
**District ISD Number:** ISD 191  
**Superintendent** Dr. Joe Gothard  
**Collaborative:** Lakeville Public Schools ISD 194

**Document prepared by** Dr. Stacie Stanley  
**Phone:** 952-707-6281  
**E-mail:** [sstanley@isd191.org](mailto:sstanley@isd191.org)

If you have been notified by MDE that your district has one or more Racially Identifiable Schools in your district, please list those schools here:  
 Sky Oaks Elementary

<b>Initial Integration Revenue expenditures</b> (all FIN 313 expenditures)	\$ 1,820,276.13
<b>Total Incentive Revenue expenditures</b> (all FIN 318 expenditures)	\$ 103,002.00
<b>TOTAL REVENUE</b>	<b>\$ 1,923,278.13</b>

**Directions:** Please use the AI Budget Guide to create this budget. Budget worksheets are organized around budget ratios explained in the guide. Use the space within each tabbed page to write budget narratives. Add additional pages and delete any you do not use. Proposed expenditures that align with budget guidelines may be approved for programs and activities included in a district's Achievement and Integration plan approved by MDE. Consult the Budget Guide for details on allowable expenses.

**CERTIFICATION STATEMENT**

*We certify that the budget information submitted for our school district to the Minnesota Department of Education (MDE) is an accurate and complete representation of the fiscal year 2016 Achievement & Integration Revenue budget that was approved by the school board.*

**Board Approval Date** \_\_\_\_\_

**School Board Chair** \_\_\_\_\_ **Date** \_\_\_\_\_

**Superintendent** \_\_\_\_\_ **Date** \_\_\_\_\_

---

**Approved Initial Revenue:** \_\_\_\_\_ **Approved Incentive Revenue:** \_\_\_\_\_

**MDE Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

1,820,276.13	-
103,002.00	
1,923,278.13	

193,056.55	PD	192,604.43
182,027.61	admin	



### FY 2016 Achievement and Integration Budget Worksheet

District Number: ISD 191

District Name: Burnsville-Eagan-Savage Public Schools

**80% Direct Services to Students**

On this worksheet please list all proposed expenditures for Direct Services to Students. At least 80% of a district's proposed expenditures must be used for approved programs providing direct services to students. See the current AI budget guide for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY16 expenditures by 12/1/16.	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.
Instructional Resources for Family Engagement Programming	005	610	313	430	7,500.00		Instructional Resources for family engagement programming will be provided in Spanish, Somali and English
Food Costs for Family Engagement Programming	005	610	313	490	7,500.00		Food for family Engagement programming will be provided to parents/guardians who participate in the family engagement programming.
Stipends for Parent Facilitators	005	610	313	186	6,643.50		Stipends will be provided to train family engagement facilitators to lead family engagement programming (hours not FTE)
	005	610	313	210	509.85		FICA
	005	610	313	214	499.55		PERA

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY16 expenditures by 12/1/16.	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.
Interpreter fees for family engagement programming (Spanish, Somali.)	005	610	313	358	7,000.00		Interpreters will be funded to interpret during family engagement programming sessions.
Cultural Liaisons will connect schools, families and community with family engagement programming to provide all students with pathways to postsecondary education	005	610	313	175	168,293.76		Cultural Liaisons will be funded to increase site level cultural fluency, competency and interaction district-wide for family engagement programming. FTE as follows; 014=2.0; 015=.5; 514=.5, 066=.5; 085=.5, 483=.5 490=.5 district-wide: (Early Childhood, Enrollment Center) 1.0 TOTAL FTE = 6.0
	005	610	313	210	12,875.00		FICA
	005	610	313	214	12,622.65		PERA
	005	610	313	220	85,711.50		Medical
	005	610	313	235	4,760.00		Dental
	005	610	313	230	375.00		Life

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY16 expenditures by 12/1/16.	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.
	005	610	313	240	760.00		LTD
	005	610	313	250	2,040.00		TSA
The district will fund AVID elective teachers for start up Junior High school programs	Var	610	313	143	95,060.76		ISD 191 will continue to support AVID by offering courses at our Eagle Ridge and Metcalf Junior High Schools. AVID is a college preparatory program targeting students who show the potential and desire to engage in rigorous college prep course work. The AVID program targets students who fall under the category of protected class, first generation college attendees, and/or qualify for free or reduced priced meals. The district will fund 1.2 FTEs for AVID elective teachers (note: existing programs have moved into sustainability phase and are no longer funded through Achievement and Integration). FTE is as follows: 015=.6 and 066=.6
	Var	610	313	210	7,271.80		FICA
	Var	610	313	218	7,132.75		TRA
	Var	610	313	220	22,354.50		Medical
	Var	610	313	235	1,075.00		Dental

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY16 expenditures by 12/1/16.	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.
	Var	610	313	230	85.00		Life
	Var	610	313	240	435.00		LTD
	Var	610	313	250	2,100.00		TSA
Early literacy EA	005	610	313	144	30,816.57		EA funded to support early literacy in schools who serve significant numbers of students who are in protected class and/or qualify for free or reduced price meals. 490= 1.86 FTE
	005	610	313	210	2,357.67		FICA
	005	610	313	214	2,311.32		PERA
	005	610	313	230	109.00		Life

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY16 expenditures by 12/1/16.	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.
	005	610	313	240	150.00		LTD
	005	610	313	250	-		TSA
The district will fund an AVID Coordinator at Eagle Ridge Junior High, Metcalf Junior High, Nicollet Junior High, BHS and BAHS	Var	610	313	143	63,010.25		An AVID coordinator will be funded at each secondary site for the 2015-2016 school year. (1.0 FTE ) VAR FTE as follows: 514,014,015,066,085 each a .2 TOTAL FTE = 1.0
	Var	610	313	210	4,820.40		FICA
	Var	610	313	218	4,727.70		TRA
	Var	610	313	220	14,710.50		Medical
	Var	610	313	235	710.00		Dental

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY16 expenditures by 12/1/16.	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.
	Var	610	313	240	255.00		LTD
	Var	610	313	250	945.00		TSA
The district will fund AVID tutors at Junior Highs, BHS and ALC	005	610	313	186	89,440.00		AVID Tutors will be employed to support the AVID elective students in the AVID elective classrooms. AVID tutors are typically college students who facilitate an inquiry-based peer assessment process in the AVID elective classroom. (Hourly not FTE)
	005	610	313	210	6,842.00		FICA
	005	610	313	214	6,708.00		PERA
AVID Membership Fee	005	610	313	820	20,000.00		All AVID districts are required to pay membership fees on an annual basis and to purchase AVID instructional resources to support the implementation of the AVID program.
AVID elective classrooms instructional resources	005	610	313	430	17,925.00		AVID Instructional resources

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY16 expenditures by 12/1/16.	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.
AVID Summer Bridge Membership Fee	005	610	318	820	4,000.00		All AVID districts are required to pay membership fees on an annual basis and to purchase AVID instructional resources to support the implementation of the AVID program.
Provide Instructional Resources for instruction during summer programming	005	610	318	430	26,000.00		Instructional resources for AVID summer bridge program
AVID Summer Bridge Staffing	005	610	318	185	4,518.00		Hourly pay and benefits for teachers who will instruct the AVID summer bridge programming in math and science. Hourly not FTE
	005	610	318	210	346.00		FICA
	005	610	318	218	339.00		TRA
Salaries and Benefits of the Social Workers added to each elementary building at a .5 FTE. Sky Oaks shows under the Identifiable School DSS.	Var	610	313	156	293,957.00		Salaries and Benefits will be funded for newly established social worker role added district-wide. The social workers work directly with students and family support with a special emphasis on positive behavior intervention and supports and decreasing the overrepresentation of students of color in behavior referrals at a .5 FTE to each elementary= VAR to each elementary. see SO 489 under identifiable school DSS
	Var	610	313	210	22,488.00		FICA

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY16 expenditures by 12/1/16.	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.
	Var	610	313	218	22,047.00		TRA
	Var	610	313	220	46,089.00		Medical
	Var	610	313	235	2,576.00		Dental
	Var	610	313	230	342.00		Life
	Var	610	313	240	1,466.00		LTD
	Var	610	313	250	600.00		TSA
Collaborative Summer STEM intermediate elem	005	610	318	185	22,455.00		Stipends will be funded for instruction of extended-year programming in literacy rich, STEM based learning activities. The purpose of the programming is to provide integrated academic experiences for students in ISD 191 and ISD 194. Hourly not FTE

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY16 expenditures by 12/1/16.	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.
	005	610	318	210	2,244.00		FICA
	005	610	318	218	2,199.00		TRA
Instructional Resources for Extended Year STEM Programming	005	610	318	430	7,000.00		Instructional resources funded for extended year literacy rich STEM programming
EC Early Foundation and Skills in Literacy and Math Summer Programming	005	610	318	185	20,458.00		Stipends will be funded for instruction of extended-year programming in literacy. The purpose of the programming is to provide integrated academic experiences for students in ISD 191 and ISD 194. Hourly not FTE
	005	610	318	210	2,244.00		FICA
	005	610	318	218	2,199.00		TRA
Instructional Resources for EC Early Foundation and Skills in Literacy and Math Summer Programming	005	610	318	430	9,000.00		Instructional resources funded for EC Early Foundation and Skills in Literacy and Math Summer Programming

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY16 expenditures by 12/1/16.	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.
Increase College and Career Readiness	005	610	313	305	27,000.00		AVID like programming designed to increase cultural fluency and address needs of youth in protected classes as they prepare for post secondary experiences
Provide Mobile wireless access hotspots in communities with high concentration of protected class and students who qualify for free or reduced price meals	005	610	313	320	50,964.37		The content of many school courses include projects at home that require the use of the internet, and many students lack internet access. Funds will be used to address the needs of these students. Mobile wireless access units (Jetpack 6620) will be provided in schools with greater concentrations of protected class students and students who qualify for free or reduced price meals. Also ISD 191 has moved to electronic means for families to monitor the academic progress of their child(ren) (Schoolview). Again, many of our parents do not have access to the internet at home, which impedes their ability to support and advocate for their child. Students will be able to check out the mobile wireless units from the media center for use at home as needed .
					<b>\$1,288,975.40</b>	<b>\$0.00</b>	
<b>TOTAL</b>							

Notes or Comments:



### FY 2016 Achievement and Integration Budget Worksheet

District Number: **ISD 191**

District Name: **Burnsville-Eagan-Savage Public Schools**

**20% Professional Development**

On this worksheet please list all proposed expenditures for professional development. No more than 20% of the budget may be spent on PD costs included in a district's MDE-approved plan. See the current AI Budget Guide for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY16 expenditures by 12/1/16.	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.
AVID professional learning opportunities	005	610	313	366	76,000.00		Participating in AVID designed and delivered professional development is a mandatory component of participating in the AVID program. This includes professional development for the district director, AVID elective teachers, AVID site team members, and school administrators. The professional development will involve a significant number of teachers and administrators from three sites, as well as administrators and teachers from our district's other secondary sites where we will expand AVID.
AVID professional learning opportunities substitutes for workshops	005	610	313	311	20,000.00		Funding to cover substitutes while teachers who are attending Critical Reading Strategy Training.
Culturally Proficient School Systems Consultant Fees	005	610	313	305	40,000.00		In collaboration with ISD 194, administrators will expand their cultural proficiency, racial consciousness and growth-mindset approaches to leading culturally-responsive schools.
Culturally Proficient Staff Training	005	610	313	185	38,700.00		Hourly pay and benefits for teacher training in cultural proficiency. Hourly not FTE
	005	610	313	210	2,961.00		FICA
	005	610	313	218	2,903.00		TRA
					-		
					-		
					-		
<b>TOTAL</b>					<b>\$180,564.00</b>	<b>\$0.00</b>	

Notes or Comments:

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Budget Narrative <span style="float: right;">67</span>
Provide a short description of the expenditure.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit form with actual FY16 expenditures by 12/1/16.	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.
<div style="background-color: yellow; display: inline-block; padding: 2px;">FIN318</div> <div style="background-color: yellow; display: inline-block; padding: 2px;">\$0.00</div>							

District Number:

District Name:

**10% Admin/Indirect Costs**

On this worksheet please list all Administrative/Indirect proposed expenditures for your FY16 budget. No more than 10% of the budget may be spent on Admin/Indirect costs included in a district's MDE-approved plan. See the current AI Budget Guide for details.

Line Item Description	UFARS Code Required				Budgeted Amount	Actual Expenditures	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item	Resubmit form with actual FY16 expenditures by 12/1/16	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.
The Director of Equity and Integrated Services will coordinate the family engagement programming for the district.	005	610	313	110	130,795.00		The Director of Equity and Integrated Services salary and benefits will be funded for the coordination of family engagement programming, PK-12 enrollment choices, professional learning opportunities, and racially identifiable school goals. <b>1.0FTE</b>
	005	610	313	210	9,317.25		FICA
	005	610	313	218	9,810.13		TRA
	005	610	313	220	19,326.30		Medical
	005	610	313	230	68.00		Life
	005	610	313	235	1,073.00		Dental
	005	610	313	240	609.00		LTD
					<b>\$170,998.68</b>	<b>\$0.00</b>	

Notes or Comments:

District Number: ISD 191

District Name: Burnsville-Eagan-Savage Public Schools

**80% Direct Services to Students**

On this worksheet please list all proposed expenditures for Direct Services to Students for your district's Racially Identifiable School(s). At least 80% of a district's proposed expenditures must be used for approved programs providing direct services to students. See the current AI Budget Guide for details.

Line Item Description	UFARS Code Required				Budgeted Amount	Actual Expenditures	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY16 expenditures by 12/1/16.	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.
Provide interpreter services for open house & grade level curriculum nights in Spanish and Somali languages	489	610	313	358	4,000.00		Provide interpreter services at the racially identifiable school for open house and grade-level curriculum nights in Spanish & Somali
Cultural Liaisons will connect schools, families and community with family engagement programming to provide all students with pathways to postsecondary education.	489	610	313	175	55,718.88		Salaries and benefits will be funded to support staffing to increase cultural competency and fluency and interaction at our racially identifiable school. 2.0 FTE
	489	610	313	210	4,264.20		FICA
	489	610	313	214	4,181.80		PERA
	489	610	313	220	38,650.50		Medical
	489	610	313	235	2,150.00		Dental
	489	610	313	230	140.00		Life
	489	610	313	240	255.00		LTD
	489	610	313	250	2,040.00		TSA

Line Item Description	UFARS Code Required				Budgeted Amount	Actual Expenditures	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY16 expenditures by 12/1/16.	70 Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.
.5 FTE added social worker in the schools to support PBIS efforts, student social emotional needs and family engagement	489	610	313	156	27,640.05		Salary and benefits will be funded for .5 social worker at Sky Oaks Elementary School
	489	610	313	210	2,116.65		FICA
	489	610	313	218	2,075.45		TRA
	489	610	313	220	9,313.50		Medical
	489	610	313	235	415.00		Dental
	489	610	313	230	68.00		Life
	489	610	313	240	250.00		LTD
Early literacy EA	489	610	313	144	16,257.52		EA funded to support early literacy in schools who serve significant numbers of students who are in protected class and/or qualify for free or reduced price meals. 489= 1.0 FTE
	489	610	313	210	1,243.21		FICA

Line Item Description	UFARS Code Required				Budgeted Amount	Actual Expenditures	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY16 expenditures by 12/1/16.	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.
	489	610	313	214	1,219.52		PERA
	489	610	313	230	55.00		Life
	489	610	313	240	74.00		LTD
					-		
Social Emotional Staffing Support	489	610	313	305	44,200.00		Continued social & emotional support for students and families
					-		
Staffing Support to provide coaching support in literacy instruction	489	610	313	143	22,665.15		Salary and benefits will be funded to provide .5 to provide staffing support for the implementation of the literacy framework at the racially identifiable school .3 FTE
	489	610	313	210	1,733.49		FICA
	489	610	313	218	1,699.50		TRA

Line Item Description	UFARS Code Required				Budgeted Amount	Actual Expenditures	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY16 expenditures by 12/1/16.	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.
	489	610	313	220	2,650.20		Medical
	489	610	313	235	123.00		Dental
	489	610	313	230	21.00		Life
	489	610	313	240	104.00		LTD
	489	610	313	250	375.00		
Provide consultants for STEM enrichment opportunities through community education	489	610	313	305	20,000.00		Consultants will be hired to provide STEM focused enrichment programming for students at the racially identifiable school and all other elementary schools in the district to provide integrated educational opportunities for all elementary students in the district.
Instructional resources for STEM enrichment programming	489	610	313	430	5,000.00		Provide instructional resources for enrichment programming for racially identifiable school.
					-		
<b>TOTAL</b>					<b>\$270,699.62</b>	<b>\$0.00</b>	

Notes or Comments:

Line Item Description	UFARS Code Required				Budgeted Amount	Actual Expenditures	Budget Narrative
Provide a short description of the expenditure.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit form with actual FY16 expenditures by 12/1/16.	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.

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District Number:

District Name:

**20% Professional Development**  
 On this worksheet please list all proposed expenditures for professional development for your district's Racially Identifiable School(s). No more than 20% of the budget may be spent on PD costs included in a district's MDE-approved plan. See the current AI Budget Guide for details.

Line Item Description	UFARS Code Required				Budgeted Amount	Actual Expenditures	Budget Narrative	
	ORG	PROG	FIN	OBJ				
Provide a short description of the expenditure.					List the total amount budgeted for this line item	Resubmit form with actual FY16 expenditures by 12/1/16	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.	
Model Classroom Observation Walk Throughs--Literacy	489	610	313	311	\$5,000.00		Substitutes will be funded to provide staff with the opportunity to observe model implementation classrooms, reflect, modify and implement learning in their classrooms.	Goal #6; Activity #1
Singapore Math Instruction	489	610	313	366	\$4,000.00		Classroom teachers at racially identifiable school will attend professional learning seminars to learn the best practice Singapore math problem solving strategies and how to implement them in the classroom. <b>Aligns with Focus School Goal</b>	Goal #6; Activity #1
Book Study: Singapore Math Problem Solving Strategies	489	610	313	430	\$1,000.00		Funding for book study texts that explain how to introduce each strategy, connect that approach to others, and build true mathematical understanding for students. Teachers who attend the Singapore math instruction training will facilitate the staff book study. Teachers will use the PDSA process to develop capacity to deliver culturally responsive, differentiated lessons that foster active engagement learning. <b>Aligns with Focus School Goal</b>	Goal #6; Activity #1
Provide teachers with curriculum writing time to enhance current math curriculum to ensure the learning needs of linguistically & culturally diverse students are met	489	610	313	185	\$1,771.60		Professional learning opportunities will be provided to teachers at the racially identifiable school to enhance math curriculum with active engagement pedagogical practices & intentional <i>SIOP like</i> instructional techniques that will be implemented during daily instruction. Hourly, not FTE <b>Aligns with Focus School Goal</b>	Goal #6; Activity #1
	489	610	313	210	\$135.96		FICA	
	489	610	313	218	\$132.87		TRA	
<b>TOTAL</b>					<b>\$12,040.43</b>			<b>\$0.00</b>

Notes or Comments:

District Number:

District Name: Burnsville-Eagan-Savage Public Schools

**10% Admin/Indirect Costs**

On this worksheet, please list all Administrative/Indirect proposed expenditures for your district's Racially Identifiable School(s). No more than 10% of the budget may be spent on Admin/Indirect costs included in a district's MDE-approved plan. See the current AI Budget Guide for details.

Line Item Description	UFARS Code Required				Budgeted Amount	Actual Expenditures	Budget Narrative
	ORG	PROG	FIN	OBJ			
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY16 expenditures by 12/1/16.	Identify the activity in your plan that this expenditure supports. Provide a brief description of how these funds will be used to support that activity.
<b>TOTAL</b>					<b>\$0.00</b>	<b>\$0.00</b>	

Notes or Comments:



Burnsville-Eagan-Savage School District 191

# Achievement and Integration Plan

July 2014-June 2017

ISD 191, also known as the Burnsville-Eagan-Savage School District, serves approximately 10,000 students in early childhood programs through 12th grade and is Minnesota's 15th largest school district. ISD 191 has 10 elementary schools (grades K-6), three junior high schools (grades 7-9); one high school (grades 10-12); one alternative high school; and offerings through Community Education. Approximately 56% of the student population is Caucasian and 44% of the student population is students of color which is broken down further into 21% Black, 13% Hispanic, 9% Asian/Pacific Islander, and 1% American Indian/Alaskan Native. See table below for demographic and economic breakdown by school.\*

ISD 191 offers enhanced learning opportunities for students in addition to the district's core curriculum through magnet schools and programs. Magnet schools provide families with academic choices and tremendous opportunities. There are three elementary magnet schools that focus on arts and technology, gifted and talented, and science, technology, engineering and math (STEM); three junior high magnet schools that focus on gifted and talented, STEM, Advancement Via Individual Determination (AVID) college readiness and a senior high school. Students from within the district and from other districts are invited to attend ISD 191 magnet schools.

ISD 191 has high academic standards and expectations, and a record of outstanding student achievement in and out of the classroom. The district is first in the state for participation for credits earned through the College in the Schools program of the University of Minnesota. There are eighty-three languages spoken by students. The district has a comprehensive curriculum, outstanding teachers, supportive communities and a high level of parent involvement.

ISD 191 is in an inter-district collaborative with Lakeville Public Schools (ISD 194). Lakeville Area Schools is a racially identified district that borders the Burnsville-Eagan-Savage School District. In December 2013, a Multi-District Collaborative Council (MCC) was formed to develop the new joint district Achievement and Integration Plan and comprised of more than fifty representatives from both school districts. After reviewing the progress of previous MCC Plans and becoming knowledgeable about the new requirements specified by revised statutes regarding Achievement and Integration, Desegregation, and World's Best Workforce, the MCC identified shared Achievement and Integration goals and developed a joint plan with goals, strategies, and performance indicators. These will serve to guide our joint efforts in eliminating achievement disparities among student groups identified by statute, increasing racial and economic integration within schools and between districts, and creating efficiencies in professional learning opportunities while eliminating duplicative programming.

School	American Indian/ Alaskan Native	Asian/Pacific Islander	Black	Hispanic	White	Grand Total	Free Price Meal	Reduce Price Meal
Burnsville High School	15	183	354	213	1237	2002	573	120
Metcalf Junior High	4	57	133	101	379	674	218	44
Eagle Ridge Junior High	4	88	104	88	500	784	237	46
Nicollet Junior High	14	44	162	87	305	612	246	48
Gideon Pond Elementary	8	18	167	26	236	455	197	32
Edward Neill Elementary	10	34	159	54	174	431	241	28
Marion W. Savage Elementary	14	69	90	61	268	502	200	47
Sioux Trail Elementary	5	38	128	40	226	437	172	42
Vista View Elementary	5	56	107	116	173	457	232	40
William Byrne Elementary	6	52	123	60	329	570	184	36
Rahn Elementary	4	44	111	55	238	452	152	44
Sky Oaks Elementary	5	22	211	226	155	619	430	52
Hidden Valley Elementary	5	44	166	214	160	589	380	38
Harriet Bishop Elementary	4	120	53	44	438	659	106	28
Burnsville Alternative High School	1	10	45	42	57	155	87	7
<b>Grand Total</b>	<b>95</b>	<b>715</b>	<b>1894</b>	<b>1169</b>	<b>4277</b>	<b>8150</b>	<b>3655</b>	<b>652</b>

**Purpose Statement**

ISD 191 will pursue racial and economic integration and increase academic achievement, create equitable educational opportunities and reduce academic disparities based on students’ diverse racial, ethnic, and economic backgrounds.

**Plan Component Goals for Reducing Disparities in Academic Achievement and Racial and Economic Integration**

**Goal #1:** Connect schools, families, and community with family engagement programming to provide all students with pathways to postsecondary education.

**Goal #2:** Increase college and career readiness for underserved students by increasing participation in AVID at all secondary schools in the district.

**Goal #3:** Increase PK-12 enrollment choices by developing innovative academic extended-year programming that focuses on literacy.

**Goal #4:** Provide professional learning opportunities for all staff in educational equity.

**Goal #5:** Increase student achievement by connecting family and community with Sky Oaks Elementary.

**Goal #6:** Increase student achievement by implementing a framework of literacy instruction that includes core instruction, intervention, and enrichment. 79

**Goal #7:** Provide enrichment opportunities and integrate students at Sky Oaks Elementary and other ISD 191 elementary schools by offering during-school, after-school, and non-school day enrichment programming.

### **SMART Goals and Outcomes**

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**Goal #1:** Connect schools, families, and community with family engagement programming to provide all students with pathways to postsecondary education.

**SMART Goal: Engage 180 parents by 2017 in family engagement training programs delivered in Spanish, Somali and English language.**

#### **Outcomes:**

1. Provide a welcoming culture of respect and support for families from all racial and cultural groups.
2. Expand upon and maintain long-term relationships through improved communication with families from all racial and cultural groups.
3. Build relationships and connectedness between district-wide systems and racially and culturally diverse families.
4. Improve the participation of families of students who are learning English as a second language in parent/teacher conferences.
5. Enhance the understanding and improve the access of families of students who are learning English as a second language to school registration, transportation, post-secondary scholarship opportunities, targeted academic services, and community resources such as health and human services.

#### **Activities:**

**Plan Component: Family Engagement Programs; Family Engagement programs designed to increase student achievement.**

1. Implement family engagement programming for the next three years (taught in Spanish, Somali and English languages).
2. Translate curricular and communication materials in Spanish and Somali.
3. Interpret family engagement programming in Spanish and Somali.
4. Cultural liaisons will connect and communicate with families in the district about the family engagement programming opportunities.

**Plan Component: Training Teachers and Administrators; Professional development resources and training for improving achievement of all students.**

5. Train key staff members who already work closely with students and families to be program facilitators from elementary, junior high and high school levels.

**Goal #2:** Increase college and career readiness for underserved students by increasing participation in AVID at all secondary schools in the district.

**Outcomes:**

1. Increase the number of traditionally underserved groups of students into more rigorous courses.
2. Increase the number of traditionally underserved groups of students meeting college readiness benchmarks by MDE designated college readiness testing.
3. Increase the number of traditionally underserved groups of students on track at the end of Algebra I.
4. Increase the number of traditionally underserved groups of students enrolled in Honors math.
5. Increase use of Writing, Inquiry, Collaboration, Organization and Reading strategies in instruction.

**Activities:**

**Plan Component: College Career readiness for underserved students; Increased participation in rigorous programs by under-represented students and students enrolled in Area Learning Centers.**

1. Ensure on-going high fidelity of implementation of AVID at Nicollet Junior High, Burnsville High School and Burnsville Alternative High School.
2. Support high-fidelity implementation of new AVID programming at Metcalf Junior High and Eagle Ridge Junior High by 2016-2017.
3. Designate an AVID coordinator at each secondary site for the 2015-2016 school year.
4. Provide college and career readiness programming for underserved students while providing an integrated learning environments, innovative, and research-based instruction in Math and Science for students in 7<sup>th</sup> and 8<sup>th</sup> grade. (Incentive Revenue – qualifying activities at the *secondary level* offer students the option to enroll with students from other districts into an academic summer program offered by a district) (*Aligns with Multidistrict Collaborative Council Plan with ISD 194, Goal 2*)

**Plan Component: Training Teachers and Administrators; Professional development resources and training for improving achievement of all students.**

5. Provide the coordinators, administrators, site team members and teachers with on-going professional learning and training.

**Goal #3:** Increase PK-12 enrollment choices by developing innovative academic extended-year programming focusing on literacy.

**SMART Goal:**

- 1) **Reduce the achievement gap by 50% by 2017 between White students and American Indian/Alaskan Native students in MCA reading scores by 3.8% annually.**
- 2) **Reduce the achievement gap by 50% by 2017 between White students and Asian/Pacific Islander students in MCA reading scores by 1.6% annually.**
- 3) **Reduce the achievement gap by 50% by 2017 between White students and Hispanic students in MCA reading scores by 4.9% annually.**
- 4) **Reduce the achievement gap by 50% by 2017 between White students and Black students in MCA reading scores by 4.0% annually.**
- 5) **Reduce the achievement gap by 50% by 2017 between students who do not receive Free/Reduced Priced meals and students who receive Free/Reduced Priced meals in MCA reading scores by 4.0 % annually.**

**Outcomes:**

1. Strengthen students' reading foundation in word recognition, vocabulary, fluency, and comprehension.
2. Provide reading and writing opportunities for student to explore reading in high engagement environments that are rigorous.
3. Support students who are learning English as a second language with vocabulary development and comprehension skills.

**Activities:****Plan Components: College Career readiness for underserved students; Increased participation in rigorous programs by under-represented students and students enrolled in Area Learning Centers**

1. Provide extended-year programming in literacy to include students from ISD 191 and ISD 194 that is of high-interest to our students and enables MDE priority students to meet or exceed reading proficiency benchmarks for college career readiness. **This programming will create efficiencies and eliminate duplicative programs by partnering with Lakeville (MCC plan).** (Incentive Revenue – qualifying activities at the *secondary level* offer students the option to enroll with students from other districts into an academic summer program offered by a district) (*Aligns with Multidistrict Collaborative Council Plan with ISD 194, Goal 2*)

**Plan Component: Training Teachers and Administrators; Professional development resources and training for improving achievement of all students.**

2. Provide professional learning for teachers who will instruct the extended-year programming in literacy.

**Goal #4:** Provide professional learning opportunities for all staff in educational equity.

**SMART Goal: By 2017, 100% of staff will participate in ongoing/systematic professional learning in culturally relevant and growth-mindset approaches to learning. By 2017, 100% of administrators will participate in ongoing/systematic professional learning in cultural proficiency, racial consciousness and growth-mindset approaches to leading culturally-responsive schools.**

**Outcomes:**

1. Increase teachers' repertoire of culturally-relevant instructional strategies that ensure high levels of learning for all students.
2. Increase administrators' cultural proficiency and racial consciousness to ensure high levels of learning for all students.
3. Increase the use of differentiation in core instruction by incorporating the cultural and learning strengths of every student.
4. Increase the use of practices that increase the level of cognitive engagement and rigor for all students.
5. Increase the use of data-driven dialogue to identify strategies that close the achievement gaps among all racial and ethnic groups and students living in poverty.

6. Increase the frequency of administrators leading data-driven dialogue to analyze student data in school improvement planning. 82

**Activities:**

**Plan Component: Training Teachers and Administrators; Professional development resources and training for improving achievement of all students.**

1. In collaboration with ISD 194, teachers will learn and embed culturally-relevant instructional strategies, differentiation, cognitive engagement strategies and data driven dialogue to ensure high levels of learning for all students.
2. In collaboration with ISD 194, administrators will expand their cultural proficiency, racial consciousness and growth-mindset approaches to leading culturally-responsive schools.

**Both the teacher and administrative trainings will create efficiencies and eliminate duplicative programs by training together with Lakeville (MCC Plan).**

**Goal #5:** Increase student achievement by connecting family and community with Sky Oaks. *(Racially Identifiable School Plan)*

**Smart Goal:** Engage 60 parents by 2017 in family engagement training programs delivered in Spanish, Somali and English languages.

**Outcomes:**

1. Enhance the understanding and improve the access to school-wide services for families.
2. Improve the participation of families in school activities.
3. Increase the collaboration between staff and family.
4. Increase student achievement.
5. Improve perception of self within a multicultural community.

**Activities:**

**Plan Component: Family Engagement Programs; Family Engagement programs designed to increase student achievement.**

1. Provide interpreter services for open house and grade-level curriculum nights in Spanish and Somali languages.
2. Continue to provide staffing to support the social, emotional, and cultural needs of our students and families.

**Goal #6:** Increase student achievement by implementing a framework of literacy instruction that includes core instruction, intervention, and enrichment at Sky Oaks Elementary.

**Smart Goal:**

**1) Reduce the achievement gap by 50% by 2017 between White students and Asian/Pacific Islander students in MCA reading scores by 1.1% annually.**

- 2) Reduce the achievement gap by 50% by 2017 between White students and Hispanic students in MCA reading<sup>83</sup> scores by 4.2% annually.
- 3) Reduce the achievement gap by 50% by 2017 between White students and Black students in MCA reading scores by 4.5% annually.
- 4) Reduce the achievement gap by 50% by 2017 between students who do not receive Free/Reduce Priced meals and students who receive Free/Reduce Priced meals in MCA reading scores by 5.2% annually.

**Outcomes:**

1. Implement a framework of literacy instruction that addresses the needs of all learners.
2. Increase teacher capacity in literacy instruction and assessment.
3. Increase student performance across all curricular areas.
4. Increase student cognitive engagement.
5. Improve perception of self within a multicultural community.

**Activities:**

**Plan Component: Training Teachers and Administrators; Professional development resources and training for improving achievement of all students.**

1. Provide initial and ongoing training in the literacy framework for all teachers at Sky Oaks Elementary.
2. Provide coaching support in literacy instruction for all teachers at Sky Oaks Elementary.
3. Provide initial and ongoing training for the assessment team at Sky Oaks Elementary.
4. Provide training for teachers on reading intervention system to Sky Oaks Elementary.
5. Provide training on enrichment strategies for teachers at Sky Oaks Elementary.
6. Support data collection and analysis of student achievement data at Sky Oaks Elementary.

**Goal #7:** Provide enrichment opportunities and integrate students at Sky Oaks Elementary and other ISD 191 elementary schools by offering enrichment programming during the school day, after-school or on non-school days.

**Smart Goal: 150 students, annually, will be part of the enrichment programming through 2017.**

**Outcomes:**

1. Increase equitable educational opportunities for all students.
2. Increase academic achievement in all students.
3. Integrate Sky Oaks' students with students from other ISD 191 elementary schools.

**Activities:**

**Plan Component: Pre-K to Grade 12 Enrollment Choices; Innovative programs that will increase racial and economic integration within the targeted school or district.**

1. Offer enrichment opportunities through Community Education to serve our students at Sky Oaks Elementary.

**Plan Component: Training teachers and administrators; Professional development resources and training for improving achievement of all students.** 84

2. Provide teachers with curriculum writing time to develop culturally relevant enrichment opportunities.
3. Provide teachers with professional learning opportunities to develop culturally relevant curriculum.

### **ISD 191 Achievement and Integration Community Council Participants**

<b>Participants</b>	<b>Role</b>
Cynthia Amoroso	Assistant Superintendent
Lisa Rider	Executive Director of Business Services
Stacey Sovine	Executive Director of Human Resources
Dr. Kathy Funston	Director of Curriculum
Dave Watkins	Director of Instruction
Delonna Darsow	Director of Assessment
Brady Hoffman	Director of Finance
Janice Porter	High School Principal
Renee Brandner	Junior High Principal
Drew Goeldner	Elementary Principal
Jon Bonneville	Elementary Principal
Jen Babiash	Teaching and Learning Coordinator
Andy Coronis	Q-Comp Coordinator, Instructional Coach
Sarah Zeigler	Instructional Coach
Amanda Lutz	Teacher
Mary Lopez	Cultural Liaison
Veronica Ramos	Cultural Liaison
Anab Abtow	Parent
Sahro Abdullahi	Parent



Sky Oaks Elementary, Racially Identifiable School  
Burnsville-Eagan-Savage Public Schools

# Achievement and Integration Plan

July 2014-June 2017

Sky Oaks Elementary School serves a diverse community of about 625 students in kindergarten through sixth grade. With talented and dedicated staff, and support from parents and community members, Sky Oaks Elementary School focuses on providing education that responds to students’ needs, meets and exceeds state standards, and fulfills the mission of the district to make each student “real world ready.”

**Demographic and Economic Breakdown by student count**

	American Indian/Alaskan Native	Asian/Pacific Islander	Black	Hispanic	White	Free Price Meal	Reduce Price Meal	Total Number of Students in School
Sky Oaks Elementary	5	22	211	226	155	430	52	619

**Purpose Statement**

Sky Oaks Elementary will pursue racial and economic integration and increase academic achievement, create equitable educational opportunities and reduce academic disparities based on students’ diverse racial, ethnic, and economic backgrounds.

**Plan Component Goals for Reducing Disparities in Academic Achievement and Racial and Economic Integration**

**Goal #1:** Increase student achievement by connecting family and community with Sky Oaks.

**Goal #2:** Increase student achievement by implementing a framework of literacy instruction that includes core instruction, intervention, and enrichment at Sky Oaks Elementary.

**Goal #3:** Provide enrichment opportunities and integrate students at Sky Oaks Elementary and other ISD 191 elementary schools by offering enrichment programming during the school day, after-school or on non-school days.

**SMART Goals and Outcomes**

**Goal #1:** Increase student achievement by connecting family and community with Sky Oaks.

**Smart Goal:** Engage 60 parents by 2017 in family engagement training programs delivered in Spanish, Somali and English languages.

**Outcomes:**

1. Enhance the understanding and improve the access to school-wide services for families.
2. Improve the participation of families in school activities.
3. Increase the collaboration between staff and family.
4. Increase student achievement.
5. Improve perception of self within a multicultural community.

**Plan Component: Family Engagement Programs; Family Engagement programs designed to increase student achievement.** 87

**Activities:**

1. Provide interpreter services for open house and grade-level curriculum nights in Spanish and Somali languages.
2. Continue to provide staffing to support the social, emotional, and cultural needs of our students and families.

**Goal #2:** Increase student achievement by implementing a framework of literacy instruction that includes core instruction, intervention, and enrichment at Sky Oaks Elementary.

**Smart Goal:**

- 1) Reduce the achievement gap by 50% by 2017 between White students and Asian/Pacific Islander students in MCA reading scores by 1.1% annually.
- 2) Reduce the achievement gap by 50% by 2017 between White students and Hispanic students in MCA reading scores by 4.2% annually.
- 3) Reduce the achievement gap by 50% by 2017 between White students and Black students in MCA reading scores by 4.5% annually.
- 4) Reduce the achievement gap by 50% by 2017 between students who do not receive Free/Reduce Priced meals and students who receive Free/Reduce Priced meals in MCA reading scores by 5.2% annually.

**Outcomes:**

1. Implement a framework of literacy instruction that addresses the needs of all learners.
2. Increase teacher capacity in literacy instruction and assessment.
3. Increase student performance across all curricular areas.
4. Increase student cognitive engagement.
5. Improve perception of self within a multicultural community.

**Activities:**

**Plan Component: Training Teachers and Administrators; Professional development resources and training for improving achievement of all students.**

1. Provide initial and ongoing training in the literacy framework for all teachers.
2. Support coaching support in literacy instruction.
3. Provide initial and ongoing training to assessment team.
4. Provide training on reading intervention system.
5. Provide training on enrichment strategies.
6. Support data collection and analysis of student achievement data.

**Goal #3:** Provide enrichment opportunities and integrate students at Sky Oaks Elementary and other ISD 191 elementary schools by offering enrichment programming during the school day, after-school or on non-school days.

**Outcomes:**

1. Increase equitable educational opportunities for all students.
2. Increase academic achievement in all students.
3. Integrate Sky Oaks’ students with students from other ISD 191 elementary schools.

**Activities:**

**Plan Component: Pre-K to Grade 12 Enrollment Choices; Innovative programs that will increase racial and economic integration within the targeted school or district.**

1. Offer enrichment opportunities through Community Education.

**Plan Component: Training teachers and administrators; Professional development resources and training for improving achievement of all students.**

2. Provide teachers with curriculum writing time to develop culturally relevant enrichment opportunities.
3. Provide teachers with professional learning opportunities to develop culturally relevant curriculum.

**Sky Oaks Elementary Achievement and Integration Community Council**

Participants	Role
Cynthia Amoroso	Assistant Superintendent
Brady Hoffman	Director of Finance
Drew Goeldner	Elementary Principal
Jen Babiash	Teaching and Learning Coordinator
Amanda Lutz	Teacher
Anab Abtow	Parent
Rocio Figueroa	Parent
Abigail Alt	Parent/Board of Education
Michele Griffin	Teacher
Ann Cadwell	Teacher
Maria Ruhland	Teacher



**Agenda II.B.8  
April 9, 2015**

**To:** Members, Board of Education  
Joe Gothard, superintendent

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

**Date:** April 2, 2015

**Re:** Extended Field Trip to Ireland

**RECOMMENDATION:** that the Board of Education approves an extended field trip for Burnsville High School band and choir students to travel to Ireland from March 19-27, 2016.

Burnsville High School has submitted an application for formal approval of an extended field trip to Iceland from March 19-27, 2016. The primary objective of the trip is to enhance students' musical experience through performance. Students will also enhance their awareness of other cultures and history of Ireland. Performances include daytime/evening concerts, joint concerts with local performing groups and school exchanges and clinics.

The average cost of the trip is approximately \$2,995.00 per student with spending money additional and determined by the individual. Approximately 120 students will attend. There will be at least one adult chaperone for every ten students.

Board Policy IICA states travel outside the continental U.S. requires board approval.

LKR:jmk



Agenda II.B.9  
April 9, 2015

**To:** Members, Board of Education  
**From:** Lisa K. Rider, Executive Director of Business Services  
**Date:** April 6, 2015  
**Re:** Approve an Extended Field Trip for Metcalf Junior High Chess Club Students to Travel to Louisville, KY from April 23-28, 2015

**RECOMMENDATION:** that the Board of Education approves an extended field trip for Metcalf Junior High School students to travel to Louisville, KY from April 23-28, 2015 to participate in the National Junior High Chess Championships.

Metcalf Junior High School has submitted an application for formal approval of an extended field trip Louisville, KY from April 23-28, 2015. The purpose of the trip is to participate in the National Junior High Chess Championships.

The average cost of the trip is approximately \$1,000.00 per student with spending money additional and determined by the individual. It is estimated that 25 students and 21 adults will participate in the extended field trip. Four chaperones have completed background checks on file and 17 parents are in the process of completing background checks.

Board Policy IICA requires Board approval when students will miss more than three days of school for an extended field trip. The students will be missing 3.9 days of school.

LKR:jmk



**Agenda III.A.  
April 9, 2015**

**To:** Members, Board of Education

**From:** Stacey Sovine, Executive Director of Human Resources

**Date:** March 25, 2015

**Re:** PreferredOne as the District's Third Party Administrator and the FY16 Premiums and Rates for Employee Benefits

**RECOMMENDATION:** That the Board of Education approves PreferredOne as the District's third party administrator and the FY16 premiums and rates for employee benefits.

Below are the premiums/rates for the respective employee benefits for our July 1, 2015 through June 30, 2016 plan years.

**Health Self Insured Employee Benefit:**

Family coverage, Annual premium of \$21,284.68 and a \$2,000 HRA contribution for a monthly premium of \$1,940.39

Single coverage, Annual premium of \$8,298.56 and a \$1,000 HRA contribution for a monthly premium of \$774.88

**Dental Self Insured Employee Benefit with Delta Dental:**

Family coverage full monthly premium of \$89.42

Single coverage full monthly premium of \$34.24

**Group Life and AD&D Insurance with Cigna:**

Rates remain the same at \$0.114 per \$1,000

**Supplemental Life and AD&D Insurance with Cigna:**

Rates remain the same July 1, 2015 and are varied depending on age

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



**Agenda III.B.  
April 9, 2015**

**To:** Members, Board of Education  
**From:** Lisa Rider, Executive Director of Business Services  
**Date:** March 27, 2015  
**Re:** Annual approval of 10-year Alternative Facilities Plan

**RECOMMENDATION:** That the Board of Education approves the 10-year Alternative Facilities Plan and authorizes administration to submit the plan to the MN Department of Education.

As part of the districts' participation in the Minnesota's Alternative Facilities Levy and Bonding Program, an updated 10-year plan must be submitted for approval on an annual basis. Attached please find a copy of this updated plan. The 10-year plan details deferred maintenance projects to be completed over the next 10 years through a combination of bond proceeds and pay-as-you-go levies funded through the alternative facilities levy and bonding authority.

We have submitted a revision FY 16 project list for initial feedback and approval from Dale Sundstrom at the Minnesota Department of Education regarding the changes in our plan to reprioritize and add two projects for FY 16 at the Burnsville Senior High School. FY 16 projects were approved by the Board of Education and the MDE during this process in April 2014.

I recommend approval of this updated plan.

Attachments: 10-Year Alternative Facilities Plan

# Ten Year Plan

FY

Description of Work

Estimated Cost

93

## Burnsville High School

2015/2016

Pool Locker room updates, plumbing, flooring, athletic lockers, painting, new doors.	\$560,416.00
Mraz Center (Lighting Replacement)	\$2,500.00
Updates to Tech Building / Plumbing, tuck Pointing, HVAC, concrete repairs, door replacement, painting	\$1,400,000.00
<b>Total FY</b>	<b>\$1,962,916.00</b>

## Eagle Ridge Junior High

2015/2016

Add For Bid	
Re-roof. 1996 rubber roof / approximately 83,200 sq. ft.	\$960,475.00
<b>Total FY</b>	<b>\$960,475.00</b>

## MWSavage Elementary

2015/2016

Seal Coat / Restripe parking lot / curbs /crosswalks/playground	\$22,300.00
<b>Total FY</b>	<b>\$22,300.00</b>

## Nicollet Junior High School

2015/2016

Add For Bid	
New locker room lockers	
Bench and Master Locks	
Deferred maintenance/ Repaint media center ceiling, update 1971 athletic locker rooms including floor, wall, locker replacement, plumbing , HV units.	\$802,175.00
<b>Total FY</b>	<b>\$802,175.00</b>

## Rahn Elementary

FY	Description of Work	Estimated Cost
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2015/2016

94

Repair the brick in front of the unit heater by the gym entrance.	\$2,000.00
Re-Roof (1995 roof on the round building, approximately 73,000 sq. ft.)	\$900,980.00
Re-carpet (carpet squares) / Media Center / Music Room (Last replaced 1987)	\$63,000.00
Seal Coat/Restripe parking lot / curbs /crosswalks/playground	\$15,000.00
<b>Total FY</b>	<b>\$980,980.00</b>

**Sky Oaks Elementary**

2015/2016

Add For Bid	
Deferred maintenance (HVAC, Plumbing, Flooring, Paint, Replace Vinyl wall covering, Replace rusted exterior HM doors)	\$570,723.00
<b>Total FY</b>	<b>\$570,723.00</b>

**Vista View Elementary**

2015/2016

Waterproof tunnel to boiler room to stop Corrosion.	\$22,400.00
Replace 1975 tile gym floor and Café tile floor that is lifting.	\$64,279.00
<b>Total FY</b>	<b>\$86,679.00</b>

**Wm Byrne Elementary**

2015/2016

Add For Bid	
Bituminous / Mill and overlay, parking lot & tot lot	\$93,500.00
Repair loading dock area / stairs	\$23,000.00
<b>Total FY</b>	<b>\$116,500.00</b>

**Districtwide**

2015/2016

Concrete Replacement	\$25,000.00
Project Management	\$110,000.00

FY	Description of Work	Estimated Cost	
	Design Fees		
	Engineering Fees (10%)	\$345,315.00	95
		Total FY	\$480,315.00
		Total	\$5,983,063.00

# Ten Year Plan

FY

Description of Work

Estimated Cost

## Harriet Bishop Elementary

2016/2017

Re-roof 1996 rubber roof (44,999 SF). \$620,190.00

Total FY \$620,190.00

## Nicollet Junior High School

2016/2017

Updates (HVAC, Plumbing, Flooring, Science, Etc) \$800,450.00

Total FY \$800,450.00

## Sioux Trail Elementary

2016/2017

Paint the Boiler smoke stacks \$21,000.00

Total FY \$21,000.00

## Sky Oaks Elementary

2016/2017

Renovation (HVAC, Plumbing, Flooring, Etc) \$385,200.00

Replace sky lights around the perimeter of the media center \$265,000.00

Total FY \$650,200.00

## Wm Byrne Elementary

2016/2017

Bituminous reconstruction to the tot lot and bituminous walkways \$109,129.00

Total FY \$109,129.00

## Districtwide

2016/2017

FY	Description of Work	Estimated Cost
	Concrete Replacement	\$25,000.00
	Engineering Fees (10%)	\$222,597.00
	Project Management	\$110,000.00
	Total FY	\$357,597.00
		Total \$2,558,566.00

# Ten Year Plan

FY

Description of Work

Estimated Cost

98

## Burnsville High School

2017/2018

Bituminous reconstruction in the student /staff parking lots \$425,620.00

Total FY \$425,620.00

## Diamondhead Education Center

2017/2018

Bituminous Reconstruction of West parking lots, sidewalk replacement. \$363,805.00

Total FY \$363,805.00

## Edward Neill Elementary

2017/2018

Bituminous/mil & overlay parking lot, tot lot. Repair loading dock area/Concrete repair \$419,980.00

Total FY \$419,980.00

## Nicollet Junior High School

2017/2018

Re-roof office roof \$124,300.00

Updates (HVAC, Plumbing, Flooring, Science, Etc) \$740,660.00

Total FY \$864,960.00

## Districtwide

2017/2018

Concrete Replacement \$25,000.00

Engineering Fees (10%) \$209,937.00

Project Management \$110,000.00

Total FY \$344,937.00

Total \$2,419,302.00

# Ten Year Plan

FY

Description of Work

Estimated Cost

99

## Best Location / River Ridge

2018/2019

Bituminous Reconstruction	\$ 101,480.00
<b>Total FY</b>	<b>\$ 101,480.00</b>

## Eagle Ridge Junior High

2018/2019

Update 1996 EMS-can no longer get parts or components / Re-commission HVAC units	\$ 210,000.00
<b>Total FY</b>	<b>\$ 210,000.00</b>

## Harriet Bishop Elementary

2018/2019

Update 1996 EMS-can no longer get parts or components / Re-commission HVAC units	\$ 182,000.00
Re-carpet (1996) 1/2 building and patch cracks in slabs throughout.	\$ 420,000.00
<b>Total FY</b>	<b>\$ 602,000.00</b>

## Hidden Valley Elementary

2018/2019

Replace water softener (1984)/ Automatic Flushers in bathrooms/Resurface hand wash stations and install new faucets	\$ 117,000.00
Replace wood doors Throughout the school with hollow metal doors	\$ 210,000.00
<b>Total FY</b>	<b>\$ 327,000.00</b>

## Districtwide

2018/2019

Engineering / Management Plan Study (Hardscapes)	\$ 25,000.00
Concrete Replacement	\$ 25,000.00
Engineering Fees (10%)	\$ 129,048.00
Project Management	\$ 110,000.00

FY

Description of Work

Estimated Cost

Total FY

\$289,048.00

100

Total

\$1,529,528.00

# Ten Year Plan

FY

Description of Work

Estimated Cost

## Burnsville High School

2019/2020

Re-Roof (	\$500,000.00
Total FY	\$500,000.00

## Harriet Bishop Elementary

2019/2020

Re-carpet 1/2 (1996) building and patch cracks in slabs throughout.	\$450,000.00
Total FY	\$450,000.00

## Vista View Elementary

2019/2020

Replace 1971 roof top DX Unit	\$45,000.00
Replace 57 year old Steam Boilers (1963) with Hot Water Boilers	\$400,000.00
Total FY	\$445,000.00

## Districtwide

2019/2020

Concrete Replacement	\$25,000.00
Engineering Fees (10%)	\$142,000.00
Project Management	\$110,000.00
Total FY	\$277,000.00

Total \$1,672,000.00

# Ten Year Plan

FY

Description of Work

Estimated Cost

## Eagle Ridge Junior High

2020/2021

Replace 1996 carpet throughout building. \$450,000.00

Total FY \$450,000.00

## Harriet Bishop Elementary

2020/2021

Bituminous overlay Parking lot and Playground, sidewalk replacement (106,500 SF). \$450,000.00

Total FY \$450,000.00

## Rahn Elementary

2020/2021

Exterior caulking, tuckpointing and brick repair. \$75,000.00

Total FY \$75,000.00

## Districtwide

2020/2021

Engineering / Management Plan Study (Exterior Walls) \$10,000.00

Concrete Replacement \$25,000.00

Engineering Fees (10%) \$101,000.00

Project Management \$110,000.00

Total FY \$246,000.00

Total \$1,221,000.00

# Ten Year Plan

FY

Description of Work

Estimated Cost

103

## Eagle Ridge Junior High

2021/2022

Time-Out Room / Replace Door & Frame 1007 and Room 6004	\$3,000.00
PAC / folding wall (1996) - replace inoperable	\$25,000.00
Resurface 2014 wood floor, sand and repaint lines	\$25,000.00
Refurbish the pool diving boards (1996)	\$25,000.00
Exterior caulking, tuckpointing and brick repair.	\$75,000.00
Replace wood benches at pool seating. (1996)	\$17,000.00
Repair walls in educational houses.	\$21,009.00
Remodel locker rooms. (Floor, New Lockers)	\$120,943.00
Replace interior 1996 wood doors. With HM	\$370,000.00
Repaint interior of building. Replace wall coverings (1996)	\$75,000.00
Replace water heaters and water softener	\$175,000.00
Resurface tennis courts (1996)	\$82,000.00
<b>Total FY</b>	<b>\$1,013,952.00</b>

## Districtwide

2021/2022

Concrete Replacement	\$25,000.00
Engineering Fees (10%)	\$103,895.00
Project Management	\$110,000.00
<b>Total FY</b>	<b>\$238,895.00</b>

**Total \$1,252,847.00**

# Ten Year Plan

FY

Description of Work

Estimated Cost

104

## Diamondhead Education Center

2022/2023

Replace parking lot light fixtures.	\$ 100,640.00
Replace carpet throughout building.	
Repaint interior of building.	\$63,072.00
Repair exterior EIFS, and exterior painting.	\$96,000.00
Total FY	\$259,712.00

## Eagle Ridge Junior High

2022/2023

Replace pool boiler/repair pool air handler	\$268,855.00
Total FY	\$268,855.00

## Districtwide

2022/2023

Engineering Fees (10%)	\$55,357.00
Project Management	\$ 110,000.00
Concrete Replacement	\$25,000.00
Total FY	\$ 190,357.00

Total \$718,924.00

# Ten Year Plan

FY

Description of Work

Estimated Cost

105

## Eagle Ridge Junior High

2023/2024

Bituminous overlay, (148,000 SF). Concrete repair	\$435,560.00
Total FY	\$435,560.00

## Hidden Valley Elementary

2023/2024

Bituminous overlay, (120,800 SF).Concrete repair	\$255,000.00
Total FY	\$255,000.00

## Districtwide

2023/2024

Engineering Fees (10%)	\$71,556.00
Concrete Replacement	\$25,000.00
Project Management	\$110,000.00
Total FY	\$206,556.00

Total \$897,116.00

# Ten Year Plan

FY

Description of Work

Estimated Cost

106

## Burnsville High School

2024/2025

Replace Sprint Turf on football field \$400,000.00

Total FY \$400,000.00

## Eagle Ridge Junior High

2024/2025

Replace corroded pool controls (2010) in the filter room with like controls \$8,000.00

Total FY \$8,000.00

## Gideon Pond Elementary

2024/2025

Repaint classroom walls \$25,000.00

Total FY \$25,000.00

## Nicollet Junior High School

2024/2025

Repair or replace windows around the building \$75,000.00

Total FY \$75,000.00

## Sioux Trail Elementary

2024/2025

Re-roof. \$1,000,000.00

Total FY \$1,000,000.00

## Districtwide

2024/2025

Concrete Replacement \$25,000.00

FY	Description of Work	Estimated Cost
	Project Management	\$ 110,000.00
	Engineering Fees (10%)	\$ 153,300.00
	Total FY	\$288,300.00
		Total \$1,796,300.00



**Agenda III.C.  
April 9, 2015**

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

**From:** Lisa K. Rider, Executive Director of Business Services and Ehlers and Associates

**Date:** March 26, 2015

**Re:** Adopt the Resolution Awarding the Sale of 2015A General Obligation School Building Bonds

**RECOMMENDATION:** That the Board of Education adopts the formal resolution awarding for the sale of General Obligation School Building Bonds, Series 2015A.

With voter approval of our One91 Vision on the February 24 referendum, the Board of Education on March 12, 2015 authorized the issuance and sale of general obligation building bonds in the amount of \$65,000,000 noted as Series 2015A. On April 9, 2015 sealed proposals for the purchase of these bonds will be accepted. Proposals will be publicly opened, read and tabulated by our financial advisors at Ehlers.

The bid tabulation for the proposals received will be available on the date of sale. Ehlers will be present during the board meeting to present the results of the bids. The board will be asked at that time to adopt the resolution to award the sale of bonds.

Attachment: Resolution Awarding the Sale of General Obligation Building Bonds, Series 2015A

CERTIFICATION OF MINUTES RELATING  
TO  
GENERAL OBLIGATION  
SCHOOL BUILDING BONDS, SERIES 2015A

ISSUER: INDEPENDENT SCHOOL DISTRICT NO. 191  
(BURNSVILLE-EAGAN-SAVAGE)  
BURNSVILLE, MINNESOTA

BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING: A regular meeting held on April 9, 2015, at 6:30 o'clock p.m., in the District.

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents Attached: Extract of Minutes of said meeting.

**RESOLUTION AWARDING THE SALE, DETERMINING  
THE FORM AND DETAILS, AUTHORIZING  
THE EXECUTION, DELIVERY, AND REGISTRATION, AND PROVIDING  
FOR THE PAYMENT OF GENERAL OBLIGATION  
SCHOOL BUILDING BONDS, SERIES 2015A**

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS MY HAND officially as such recording officer this \_\_\_\_ day of April, 2015.

\_\_\_\_\_  
School District Clerk

EXTRACT OF MINUTES OF A MEETING  
OF THE SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 191  
(BURNSVILLE-EAGAN-SAVAGE)  
STATE OF MINNESOTA

HELD: APRIL 9, 2015

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 191, State of Minnesota, was duly held on April 9, 2015, at 6:30 o'clock p.m.

It was reported that \_\_\_\_ proposals for the purchase of the General Obligation School Building Bonds, Series 2015A of the District had been received prior to 11:00 o'clock a.m., Central Time, pursuant to the Terms of Proposal contained in the Official Statement; that the proposals had been opened, read and tabulated; and that the best proposal of each proposal maker was determined to be as follows:

SEE ATTACHED

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

**RESOLUTION AWARDING THE SALE, DETERMINING  
THE FORM AND DETAILS, AUTHORIZING  
THE EXECUTION, DELIVERY AND REGISTRATION, AND PROVIDING  
FOR THE PAYMENT OF GENERAL OBLIGATION  
SCHOOL BUILDING BONDS, SERIES 2015A**

BE IT RESOLVED by the School Board of Independent School District No. 191,  
State of Minnesota, as follows:

**Section 1. Authorization and Sale.**

**1.01 Authorization.** At a meeting held March 12, 2015, this Board determined to sell and issue general obligation bonds of Independent School District No. 191 (the "Issuer" or the "District") in the total aggregate principal amount of approximately \$65,000,000 (the "Bonds"), which were authorized by the voters of the District at the special election held February 24, 2015, for the acquisition and betterment of school sites and facilities. In the Terms of Proposal, the District reserved the right, after proposals were opened and prior to award, to increase or decrease the principal amount of the Bonds offered for sale or the amount of any individual maturity, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities.

**1.02 Sale.** The Board, having been advised by Ehlers & Associates, Inc., its independent financial advisor, has determined that this issue shall be privately sold after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, as amended. The Board has publicly received and considered all proposals presented in conformity with the Terms of Proposal contained in the Official Statement, which are hereby ratified and confirmed in all respects and are incorporated herein by reference as though fully specified in this paragraph. The most favorable of such proposals is \_\_\_\_\_ ascertained \_\_\_\_\_ to \_\_\_\_\_ be \_\_\_\_\_ that \_\_\_\_\_ of \_\_\_\_\_ (the "Purchaser") to purchase the Bonds at a price of \$\_\_\_\_\_, plus interest accrued to settlement, and upon the further terms and conditions set forth in the Terms of Proposal contained in the Official Statement and this resolution. Said proposal is hereby accepted and the sale of the Bonds is hereby awarded to said Purchaser.

**1.03 Execution of Documents; Return of Good Faith Deposits.** The Chair and Clerk are authorized and directed to endorse an acceptance on both copies of the most favorable proposal and to send one copy to the Purchaser. The Treasurer is directed to retain the good faith deposit of the Purchaser pending delivery of the Bonds and payment therefor, and the good faith deposits of other proposal makers shall forthwith be returned to them.

**1.04 Compliance with Law.** All acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to the issuance of the Bonds having been done, having happened and having been performed in regular and due form, time and manner as required by law, it is necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to provide for the issuance of the Bonds forthwith.

**1.05 Minnesota School District Credit Enhancement Program.** (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.

## **Section 2. Bond Terms.**

**2.01 Designation; Registration; Denomination; Maturities.** The \$\_\_\_\_\_ aggregate principal amount of general obligation bonds sold on this date shall be designated General Obligation School Building Bonds, Series 2015A, shall be dated May 7, 2015, as the date of original issue, and shall be issued forthwith on or after such date using a global book-entry system. The Bonds shall be issued as fully registered bonds and shall be numbered R-1 upward, in the denomination of \$5,000 each or any integral multiple thereof of a single maturity. The Bonds shall mature on February 1 in the years and amounts set forth below, and shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue until paid or duly called for redemption at the rates per annum set forth below opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
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In the Terms of Proposal, the District reserved the right, after proposals were opened and prior to award, to increase or decrease the principal amount of the Bonds offered for sale or the amount of any individual maturity, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities. The amounts specified above are hereby adopted and approved as so adjusted. The Bonds maturing in the years \_\_\_\_ and \_\_\_\_ are term bonds subject to mandatory redemption in the years and principal amounts as specified in paragraph 2.04(b).

These maturities, together with the maturities of all other outstanding general obligation bonds of the Issuer, meet the requirements of Minnesota Statutes, Section 475.54.

**2.02 Interest Payments.** Interest shall be payable semiannually on each February 1 and August 1 to maturity (each an "Interest Payment Date"), commencing February 1, 2016. Interest will be calculated on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the MSRB. Interest will be payable in the manner set forth in the form of Global Certificate or Replacement Bond and Paragraph 4.06 of this resolution.

**2.03 Use of Global Book-Entry System.**

**(a) Description of System.** In order to issue obligations in "global book-entry form", the obligations are issued in certificated form in large denominations, are registered on the books of the Issuer in the name of a depository or its nominee, and are immobilized and held in safekeeping by the depository. The depository, as part of the computerized National Securities Clearance and Settlement System (the "National System"), registers transfers of ownership interests in the obligations by making computerized book entries on its own books and distributing payments on the obligations to its participants shown on its books as the owners of such interests. These participants, which include financial institutions for whom the depository effects book-entry transfers of securities deposited and immobilized with the depository, and other banks, brokers and dealers participating in the National System will do likewise if not the beneficial owners of the obligations.

**(b) Designation of Depository; Approval of Blanket Issuer Letter of Representations.** The Depository Trust Company ("DTC") of New York, New York, a Securities and Exchange Commission designated depository, a limited purpose New York trust company, a member of the Federal Reserve System, and a "clearing corporation" within

the meaning of the New York Uniform Commercial Code, is hereby designated as the depository (the "Depository") with respect to the Bonds issued hereunder in global book-entry form. There has been submitted to this Board a form of letter of representations (the "Blanket Issuer Letter of Representations") between the Issuer and the Depository setting forth various matters relating to the Depository and its role with respect to the Bonds. This Blanket Issuer Letter of Representations is hereby approved. The Chair or the Clerk is hereby authorized and directed to execute the Blanket Issuer Letter of Representations in substantially the form attached hereto as EXHIBIT C, if such a letter of representations has not already been executed, with only such variations therein as may be required to complete the Blanket Issuer Letter of Representations, or which are not, in the opinion of Bond Counsel, materially adverse to the interests of the Issuer. Execution of the Blanket Issuer Letter of Representations by such official shall be conclusive evidence as to the necessity and propriety of such changes and their approval by Bond Counsel. So long as DTC is the Depository or it or its nominee is the Holder of any Global Certificate, the District shall comply with the provisions of the Blanket Issuer Letter of Representations, as it may be amended or supplemented by the District from time to time with the agreement or consent of DTC.

**(c) Global Certificates.** Upon their original issuance, the Bonds will be issued in the form of a single Global Certificate for each maturity which shall represent the aggregate principal amount of the Bonds due on a particular maturity date (the "Global Certificates"). The Global Certificates will be originally issued and fully registered as to principal and interest in the name of Cede & Co., as nominee of DTC. The Global Certificates will be deposited with the Depository by the Purchaser and will be immobilized as further provided herein. No beneficial owners of interest in the Bonds will receive certificates representing their respective interests in the Bonds except as provided below in clause (e) of this Paragraph 2.03. Except as so provided, during the term of the Bonds, beneficial ownership (and subsequent transfers of beneficial ownership) of interests in the Global Certificates will be reflected by book entries made on the records of the Depository and its participants and other banks, brokers, and dealers participating in the National System. The Depository's book entries of beneficial ownership interest are authorized to be in integral increments of \$5,000, despite the larger authorized denominations of the Global Certificates. Payment of principal of, premium, if any, and interest on the Global Certificates will be made to the Bond Registrar as paying agent, and in turn by the Bond Registrar to the Depository or its nominee as registered owner of the Global Certificates. The Depository, according to the laws and rules governing it, will receive and forward such payments on behalf of the beneficial owners of the Global Certificates.

**(d) Immobilization of Global Certificates by the Depository.** Pursuant to the request of the Purchaser to the Depository, immediately upon the original delivery of the Bonds the Purchaser will deposit the Global Certificates representing all of the Bonds with the Depository. The Global Certificates shall be in typewritten form or otherwise as acceptable to the Depository, shall be registered in the name of the Depository or its nominee and shall be held immobilized from circulation at the offices of the Depository on behalf of

the Purchaser and subsequent Bondholders. The Depository or its nominee will be the sole Holder of record of the Global Certificates and no investor or other party purchasing, selling or otherwise transferring ownership of interests in any Bond is to receive, hold or deliver any Global Certificates so long as the Depository holds the Global Certificates immobilized from circulation, except as provided below in clause (e) of this Paragraph 2.03.

**(e) Transfer or Exchange of Global Certificates; Substitute Depository; Replacement Bonds.**

Global Certificates evidencing the Bonds may not, after their original delivery, be transferred or exchanged except:

(i) Upon exchange of a Global Certificate after a partial redemption, if authorized in Paragraph 2.04 of this resolution;

(ii) To any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to subclause (iii) of this clause (e); provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) To a Substitute Depository designated by and acceptable to the Issuer upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the Issuer that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) of this clause (e); or

(iv) In the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two (2) months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the Issuer shall notify the Holders of its determination and of the availability of Replacement Bonds to Holders. The Issuer, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Paragraph 4.04 of this resolution.

In the event of the designation of a Substitute Depository as authorized by this clause (e), the Bond Registrar, upon presentation of the Global Certificates, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the

Depository for all purposes and functions under this resolution. The Blanket Issuer Letter of Representations shall not apply to the Substitute Depository unless the Issuer and the Substitute Depository so agree, and the execution of a similar agreement is hereby authorized.

**2.04 Redemption. (a) Optional Redemption.** The Issuer may elect on February 1, 2025, and on any date thereafter, to prepay Bonds due on or after February 1, 2026, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, the Global Certificates to be prepaid may be prepaid in \$5,000 increments of principal and, if applicable, the specific Replacement Bonds to be prepaid shall be chosen by lot by the Bond Registrar as provided below. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

**(b) Mandatory Redemption.** (1) The Bonds maturing in the year \_\_\_\_ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds to be so redeemed plus interest accrued thereon to the date fixed for redemption, on February 1 in the years and principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

The procedures for such mandatory redemption shall be the same as specified in this Paragraph 2.04 for optional redemption.

In the event that any Bonds maturing in the year \_\_\_\_ are optionally redeemed pursuant to Paragraph 2.04(a) above and cancelled by the Bond Registrar and not reissued, the Bonds maturing in the year \_\_\_\_ so redeemed and cancelled may be applied by the Issuer as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04(b), such credit to be equal to the principal amount of the Bonds maturing in the year \_\_\_\_ so optionally redeemed or cancelled. The Issuer may apply these Bonds so optionally redeemed and cancelled as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04 only if it has notified the Bond Registrar not less than thirty-five (35) days prior to the applicable mandatory redemption date of its election to apply such Bonds as a credit and designating the redemption date to which it is to apply.

(2) The Bonds maturing in the year \_\_\_\_ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds to be so redeemed plus interest

accrued thereon to the date fixed for redemption, on February 1 in the years and principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

The procedures for such mandatory redemption shall be the same as specified in this Paragraph 2.04 for optional redemption.

In the event that any Bonds maturing in the year \_\_\_\_ are optionally redeemed pursuant to Paragraph 2.04(a) above and cancelled by the Bond Registrar and not reissued, the Bonds maturing in the year \_\_\_\_ so redeemed and cancelled may be applied by the Issuer as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04(b), such credit to be equal to the principal amount of the Bonds maturing in the year \_\_\_\_ so optionally redeemed or cancelled. The Issuer may apply these Bonds so optionally redeemed and cancelled as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04 only if it has notified the Bond Registrar not less than thirty-five (35) days prior to the applicable mandatory redemption date of its election to apply such Bonds as a credit and designating the redemption date to which it is to apply.

**(c) Redemption of Global Certificates.** Upon a partial redemption in the aggregate principal amount of a Global Certificate which results in the stated amount thereof being reduced, the Holder may in its discretion make a notation of such redemption on the panel provided on the Global Certificate stating the amount so redeemed, or may return the Global Certificate to the Bond Registrar in exchange for a new Global Certificate authenticated by the Bond Registrar, in proper principal amount. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of such Global Certificate outstanding, unless the Bond Registrar has signed the appropriate column of the panel.

**(d) Redemption of Replacement Bonds.** To effect a partial redemption of Replacement Bonds having a common maturity date, the Bond Registrar, prior to giving a notice of redemption, shall assign to each Replacement Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Replacement Bond. The Bond Registrar shall then select by lot from the numbers so assigned to such Replacement Bonds, using such method of selection as it shall deem proper in its discretion, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Replacement Bonds to be redeemed. The Replacement Bonds to be redeemed shall be the

Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Replacement Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 of principal amount for each number assigned to it and so selected. If a Replacement Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of such Replacement Bond, without service charge, a new Replacement Bond or Bonds of the same series having the same stated maturity and interest rate and of any authorized denomination or denominations, as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Replacement Bond so surrendered.

**(e) Notice of Redemption of Global Certificates and Replacement Bonds.** The Bond Registrar shall call Bonds for redemption and payment as herein provided upon receipt by the Bond Registrar of a request of the Issuer. The request shall be in written form. The request shall specify the principal amount of Bonds to be called for redemption, the redemption date and the redemption price.

Published notice of redemption shall in each case be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each affected Holder. If and when the Issuer shall call any of the Bonds for redemption and payment prior to the stated maturity thereof, the Bond Registrar shall give written notice in the name of the Issuer of its intention to redeem and pay such Bonds at the office of the Bond Registrar. The Notice of Redemption shall be given by first class mail, postage prepaid, mailed not less than thirty (30) days prior to the redemption date, to each Holder of Bonds to be redeemed, at the address appearing in the records of the Bond Registrar. For the purpose of giving notice of the redemption of Global Certificates, the Holder of the Global Certificates shall be the Depository or its nominee. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used. All notices of redemption shall state:

- (i) The redemption date;
- (ii) The redemption price;
- (iii) If less than all outstanding Bonds are to be redeemed, the identification (and, if the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (iv) That on the redemption date, the redemption price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue from and after said date; and

(v) The place where such Bonds are to be surrendered for payment of the redemption price (which shall be the office of the Bond Registrar).

### **Section 3. Form of Bonds.**

The Bonds to be issued hereunder shall be in the form of Global Certificates unless and until Replacement Bonds are made available as provided herein.

**3.01 Global Certificates.** The Global Certificates to be issued hereunder, together with the Bond Registrar's Certificate of Authentication, the Register of Partial Payments, the form of Assignment, and the registration information thereon, shall be in substantially the form set forth in EXHIBIT A hereto, which exhibit is incorporated herein by reference as though fully specified in this paragraph, and may be typewritten rather than printed.

**3.02 Replacement Bonds.** If the Issuer has notified Holders that Replacement Bonds have been made available as provided in Paragraph 2.03(e) of this resolution, then for every Bond thereafter transferred or exchanged (including an exchange to reflect the partial prepayment of a Global Certificate not previously exchanged for Replacement Bonds), the Bond Registrar shall deliver a bond in the form of a Replacement Bond rather than a Global Certificate, but the Holder of a Global Certificate shall not otherwise be required to exchange the Global Certificate for one or more Replacement Bonds since the Issuer recognizes that some Holders may prefer the convenience of the Depository's registered ownership of the Bonds even though the entire issue is no longer required to be in global book-entry form. The Replacement Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereto, shall be in substantially the form set forth in EXHIBIT B hereto, which exhibit is incorporated herein by reference as though fully specified in this paragraph.

### **Section 4. Execution; Delivery; Registration.**

**4.01 Appointment of Registrar.** Bond Trust Services Corporation in Roseville, Minnesota, is appointed to act as the bond registrar and transfer agent (the "Bond Registrar") and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract the Issuer and the Bond Registrar shall execute which is consistent herewith and which the chair and clerk are hereby authorized to execute and deliver. A successor Bond Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to Minnesota Statutes, Chapter 475. The terms of the appointment of the successor Bond Registrar and its duties shall be specified in a contract between the Issuer and such successor Bond Registrar that is consistent herewith and that the Chair and Clerk are hereby authorized to execute and deliver. The Bond Registrar, which may act through an agent, shall also serve as paying agent until and unless a successor paying agent is duly appointed. The Bond Registrar shall pay principal and interest on the Bonds to the registered Holders (or record Holder) of the Bonds in the manner set forth in the form of Global Certificate or

Replacement Bond, as applicable, and Paragraph 4.06 of this resolution. The Issuer agrees to pay the reasonable and customary charges for the services of such Bond Registrar.

**4.02 Execution of Bonds.** The Bonds shall be executed on behalf of the Issuer by the manual signatures of the Chair and Clerk of the School Board; provided, however that both of such signatures may be printed facsimiles, in which event the Bonds shall also be executed manually by the authenticating agent as provided in Minnesota Statutes, Section 475.55. In the event of disability or resignation or other absence of either such officer, the Bonds may be signed by the manual or facsimile signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if that officer had remained in office until delivery. If the Issuer has adopted a corporate seal, it shall be omitted on the Bonds as permitted by law.

**4.03 Authentication; Date of Registration.** No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless and until a Certificate of Authentication on such Bond, substantially in the form set forth in the form of Global Certificate or Replacement Bond, shall have been duly executed by the manual signature of an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate each Bond by execution of the Certificate of Authentication on the Bond and shall date each Bond in the space provided as of the date on which the Bond is registered. For purposes of delivering the original Bonds (Global Certificates) to the Purchaser, the Bond Registrar shall insert as the date of registration the date of original issue; and the executed Certificate of Authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

**4.04 Transfer or Exchange.** The Issuer will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged as herein provided.

A Global Certificate shall be registered in the name of the payee on the books of the Bond Registrar by presenting the Global Certificate for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the Global Certificate. Thereafter a Global Certificate may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until a Global Certificate is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted thereon by the Bond

Registrar, all subject to the terms and conditions provided in this resolution and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the Issuer shall execute (if necessary), and the Bond Registrar shall authenticate, date (in the space designated Date of Registration) and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any authorized denomination or denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

When any Bond is presented to the Bond Registrar for transfer, the Bond Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Bond Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

At the option of the Holder of a Replacement Bond, Replacement Bonds may be exchanged for Replacement Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Replacement Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Replacement Bonds are so surrendered for exchange, the Issuer shall execute (if necessary), and the Bond Registrar shall authenticate, date (in the space designated Date of Registration) and deliver the Replacement Bonds which the Holder making the exchange is entitled to receive. Global Certificates may not be exchanged for Global Certificates of smaller denominations.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the Issuer.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the Issuer evidencing the same debt, shall be entitled to the same benefits under this resolution as the Bonds surrendered for such exchange or transfer, and shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds.

Transfer of a Bond may be made on the Issuer's books by the registered owner in person or by the registered owner's attorney duly authorized in writing. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the registered owner thereof, with signature guaranteed, or by the registered owner's attorney duly authorized in writing, and shall include written instructions as to the details of the transfer of the Bond.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

Transfers shall also be subject to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates.

**4.05 Mutilated, Lost, Stolen or Destroyed Bonds.** In case any Bond shall become mutilated or be lost, stolen or destroyed, the Bond Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Bond Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the Issuer and the Bond Registrar shall be named as obligees. All Bonds so surrendered to the Bond Registrar shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, lost, stolen or destroyed Bond has already matured, it shall not be necessary to issue a new Bond prior to payment.

**4.06 Interest Payments; Record Dates.** Interest on any Global Certificate shall be paid as provided in the first paragraph thereof and interest on any Replacement Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the Issuer maintained by the Bond Registrar and in each case at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The term "Holder" shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Bonds for purposes of any consent or approvals given by Holders.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on

which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

**4.07 Persons Deemed Owners.** The Issuer and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in Paragraph 4.06 above), on such Bond and for all other purposes whatsoever, whether or not such Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

For the purposes of all actions, consents and other matters affecting Holders of Bonds issued under this Resolution as from time to time supplemented, other than payments, redemptions, and purchases, the Issuer may (but shall not be obligated to) treat as the Holder of a Bond the beneficial owner of the Bond instead of the person in whose name the Bond is registered. For that purpose, the Issuer may ascertain the identity of the beneficial owner of the Bond by such means as the Bond Registrar in its sole discretion deems appropriate, including but not limited to a certificate from the Depository or other person in whose name the Bond is registered identifying such beneficial owner.

**4.08 Delivery.** The Bonds when so prepared and executed shall be delivered by the Treasurer of the Issuer to the Purchaser thereof upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

## **Section 5. Debt Redemption Fund and Tax Levies.**

**5.01 Debt Redemption Fund.** The Bonds and the interest thereon shall be payable from the Debt Redemption Fund of the Issuer, which shall be maintained by the Treasurer separate and apart from all other funds of the Issuer so long as any Bonds issued hereunder may be outstanding and unpaid. Money in the Debt Redemption Fund shall be used for no purpose other than payment of principal and interest on obligations of the Issuer, including Bonds issued pursuant to this resolution. If any payment of principal or interest on the Bonds shall become due when there is not sufficient money in the Debt Redemption Fund to make such payment, the Treasurer shall pay the same from the General Fund of the Issuer, and the General Fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of such Bonds. The proceeds of all taxes levied pursuant to this resolution, \$\_\_\_\_\_ of premium received from the Purchaser of the Bonds, and all other moneys received for or appropriated to the payment of the Bonds and interest thereon shall be paid into the Debt Redemption Fund.

**5.02 Pledge of Full Faith and Credit; Tax Levies.** For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith and credit and taxing powers of the Issuer shall be and are hereby irrevocably pledged. In order to provide the moneys for the payment thereof required by Minnesota Statutes, Section 475.61, there is hereby levied upon all of the taxable property in the Issuer a

direct annual ad valorem tax which shall be spread upon the tax rolls, as a part of other general taxes of the Issuer, for collection in the years and in the amounts as specified on the levy computation sheet attached hereto as EXHIBIT D and incorporated herein by reference as though fully specified in this paragraph. The tax levies provided in this paragraph are such that, if collected in full they, together with estimated collections of other revenues pledged for the payment of the Bonds, will produce at least five percent (5%) in excess of the amounts needed to meet when due the principal and interest payments on the Bonds.

Said tax levies shall be irrevocable as long as any of said Bonds are outstanding and unpaid, provided that the Issuer reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

**5.03 Investment Restrictions.** No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Fund or Debt Redemption Fund (or any other District account which will be used to pay principal or interest to become due on the Bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage restrictions may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in those funds shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

**5.04 Construction Fund.** The proceeds of the bonds not appropriated to the Debt Redemption Fund as provided in Paragraph 5.01 shall be credited to the Issuer's Construction Fund and be used to pay costs incurred in the acquisition and betterment of the school sites and facilities authorized by the electors.

## **Section 6. Exemption from Rebate Requirements.**

**6.01 Declaration of Exemption.** For purposes of compliance with the requirements of Section 148(f)(4)(C) of the Code, the Board hereby determines and declares that:

- (a) The Issuer is a governmental unit with general taxing powers;
- (b) The Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(c) Ninety-five percent of the net proceeds of the Bonds are to be used for the local government purposes of the Issuer; and

(d) The Issuer will expend the Bond proceeds in such a manner and at such times as necessary to qualify for an exemption from the rebate requirements of the Code pursuant to Section 148(f)(4)(C) of the Code, as amended.

(e) The Issuer reserves the right to treat the acquisition expenditures and the construction expenditures or portions thereof as separate issues for purposes of Section 148(f)(4)(C) of the Code. If it does so, it shall specify the expenditure limitations for each issue in greater detail in the arbitrage certification executed by the Chair and Clerk.

In order to account for the expenditure of the proceeds of the Bonds, all proceeds credited to the Construction Fund shall be maintained in one or more separate Construction Fund bookkeeping accounts in the financial records of the Issuer. All proceeds of the Bonds shall be expended from said accounts prior to any other moneys of the Issuer on hand and legally available for said expenditures. The books and accounts of the Issuer shall be maintained in such a manner as to demonstrate compliance with the expenditure requirements of Section 148(f)(4)(C) of the Code, as amended.

**6.02 Payment of Rebate.** Notwithstanding the intention of the Issuer to expend the Bond proceeds to meet the expenditure requirements of Section 148(f)(4)(C) of the Code, as amended, if the Issuer fails to meet the expenditure requirements specified in that amended provision, the Issuer agrees to make such calculations and to make such rebate payments to the United States as and when required by said Section 148 and the regulations promulgated thereunder. In construing this Section 6, all terms used herein shall have the meanings provided in Section 148 of the Code and the regulations promulgated thereunder.

**6.03 Opinion of Counsel.** Notwithstanding any other provision of this Section 6, any requirement imposed hereunder or under Paragraph 5.03 hereof may be deemed inapplicable and of no force or effect if an opinion of Counsel is rendered to the Issuer by nationally recognized bond counsel to the effect that the failure to impose such requirement will not adversely effect the tax-exempt status of interest on the Bonds.

## **Section 7. Certifications, Designations, Defeasance, Arbitrage, Reporting.**

**7.01 Filing of Resolution; County Auditor Certificate.** The Clerk is hereby authorized and directed to file with the County Auditor of each county in which the Issuer is located in whole or in part a certified copy of this resolution, together with such other information as said County Auditor shall require, and to obtain from said County Auditor a certificate that the tax required by law for the payment of said Bonds has been levied, and that said Bonds have been entered upon the County Auditor's Bond Register.

**7.02 Defeasance.** When all of the Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution shall cease. The Issuer may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The Issuer may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with the Bond Registrar, for the purpose of paying all principal and interest due on such Bonds to maturity, or if prepayable, to an earlier date on which they may be called for redemption, a sum of cash or securities of the types described in Minnesota Statutes, Section 475.67, as amended, in such aggregate amount, bearing interest at such rates and maturing or callable at the Issuer's option on such dates as shall be required to provide funds sufficient for this purpose.

**7.03 Nondesignation as Qualified Tax-Exempt Obligations.** The Board finds that the reasonably anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the Issuer during calendar year 2015 will exceed \$10,000,000. Thus, the Bonds of this issue are not designated as "Qualified Tax-Exempt Obligations" for the purposes of Section 265 of the Code relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

**7.04 Authentication of Transcript.** The officers of the Issuer and each said County Auditor are hereby authorized and requested to prepare and furnish to the Purchaser of said Bonds, and to the attorneys approving legality of the issuance thereof, certified copies of all proceedings and records of the Issuer relating to said Bonds and to the financial condition and affairs of the Issuer, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of said Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the Issuer as to the facts recited therein.

**7.05 Covenant to Continue Tax Exemption.** The Issuer covenants and agrees with the Holders from time to time of the Bonds herein authorized, that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest payable on the Bonds to become subject to taxation under the United States Internal Revenue Code, the regulations promulgated thereunder, or any other applicable federal tax law or regulation; and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within its powers which may be necessary to ensure that such interest will not become subject to taxation under the Internal Revenue Code. The term "Internal Revenue Code" or "Code" as used herein includes the Internal Revenue Code of 1986, as amended, and all regulations, amended regulations and proposed regulations issued thereunder, as now existing or as hereafter amended or proposed.

**7.06 Arbitrage Certification.** The Chair and School District Clerk, being the officers of the Issuer charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser an arbitrage certification in order to satisfy the provisions of the Code and the regulations promulgated thereunder.

**7.07 Official Statement.** The Official Statement relating to the Bonds, on file with the Clerk and presented to this meeting, is hereby approved and deemed final, and the furnishing thereof to prospective purchasers of the Bonds is hereby ratified and confirmed, insofar as the same relates to the Bonds and the sale thereof.

**7.08 Information Reporting.** For purposes of compliance with the provisions of Section 149(e) of the Code, the Issuer shall submit to the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, a statement concerning the Bond issue which meets the requirements of Section 149(e) (2).

**7.09. Payment of Issuance Expenses.** The District authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota, on the closing date for further distribution as directed by the District's financial advisor, Ehlers & Associates, Inc.

**7.10 Continuing Disclosure.** The Chair and the School District Clerk are authorized and directed to execute and deliver a Continuing Disclosure Certificate to assist the Participating Underwriters in complying with SEC Rule 15c2-12(b)(5) for full disclosure (The "Rule"). The Continuing Disclosure Certificate shall be entered into for the benefit of the Holders of the Bonds and shall constitute the written undertaking required by the Rule to provide or cause to be provided to the MSRB, in an electronic format through the use of the Electronic Municipal Market Access system ("EMMA"), the annual financial information specified therein and to give notice of the occurrence of the Listed Events specified therein, each in the manner specified therein, as required by the Rule. The provisions of the Continuing Disclosure Certificate are incorporated herein as though fully specified in this paragraph.

**7.11 Nonbook-Entry Option.** Notwithstanding any contrary provision of this resolution, if the option to allow the Bonds to be issued in a nonbook-entry format was included in the Terms of Proposal and if the Purchaser specified on the proposal form that the Bonds are not to be issued in global book-entry form, they shall then be issued in nonbook-entry format in registered form in the name of the Purchaser.

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

**EXHIBIT A****(FORM OF GLOBAL CERTIFICATE)**

UNITED STATES OF AMERICA  
 STATE OF MINNESOTA  
 DAKOTA AND SCOTT COUNTIES  
 INDEPENDENT SCHOOL DISTRICT NO. 191  
 (BURNSVILLE-EAGAN-SAVAGE)

R- \_\_\_\_\_ \$ \_\_\_\_\_

GENERAL OBLIGATION SCHOOL BUILDING BOND, SERIES 2015A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
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MAY 7, 2015

REGISTERED OWNER: CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

**KNOW ALL PERSONS BY THESE PRESENTS** that Independent School District No. 191, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in Burnsville, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above or on the Certificate of Registration attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is redeemable as stated below, on a date prior thereto on which it shall have been duly called for redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing February 1, 2016, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer; provided, however, that upon a partial redemption of this Bond which results in the stated amount hereof being reduced, the Holder may in its discretion be paid without presentation of this Bond, and may make a notation on the panel provided herein of such redemption, stating the amount so

redeemed, or may return the Bond to the Bond Registrar in exchange for a new Bond in the proper principal amount. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of this Bond outstanding, unless the Bond Registrar has signed the appropriate column of the panel. Interest on this Bond will be paid on each Interest Payment Date (by 12:00 noon, New York, New York time) by wire transfer (or other agreed means of payment) to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

**Date of Payment Not Business Day.** If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

**Optional Redemption.** The Issuer may elect on February 1, 2025, and on any date thereafter, to prepay Bonds due on or after February 1, 2026, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, Bonds shall be prepaid in \$5,000 increments of principal. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

**Mandatory Redemption.** The Bonds maturing in the year \_\_\_\_ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year \_\_\_\_ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

**Notice of Redemption.** Published notice of redemption shall in each case be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds. For this purpose, the Depository shall be the "Holder" as to Bonds registered in the name of the Depository or its nominee. In the event any of the Bonds are called for redemption, written notice thereof will be given by first class mail, postage prepaid, mailed not less than thirty (30) days prior to the redemption date to each Holder of Bonds to be redeemed, at the address appearing in the records of the Bond Registrar. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used.

**Replacement or Notation of Bonds after Partial Redemption.** Upon a partial redemption of this Bond which results in the stated amount hereof being reduced, the Holder may in its discretion make a notation on the panel provided herein of such redemption, stating the amount so redeemed. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of this Bond outstanding, unless the Bond Registrar has signed the appropriate column of the panel. Otherwise, the Holder may surrender this Bond to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of this Bond, without service charge, a new Bond of the same Issue having the same stated maturity and interest rate and of the authorized denomination in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

**Issuance; Purpose.** This Bond is one of an issue in the total aggregate principal amount of \$\_\_\_\_\_. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. All are issued to finance the acquisition and betterment of school sites and facilities, and all are issued pursuant to resolutions duly adopted by the School Board and authority conferred by more than the requisite majority vote of the qualified electors of the Issuer voting on the question of their issuance at an election duly and legally called and held therein on February 24, 2015, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling.

**General Obligation.** This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

**Minnesota School District Credit Enhancement Program.** The Issuer has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute to guarantee the payment of the principal and interest on the Bonds when due.

**Denominations; Exchange; Resolution.** The Bonds are issuable originally only as Global Certificates in the denomination of the entire principal amount of the issue maturing on a single date. Global Certificates are not exchangeable for fully registered Bonds of smaller denominations except in the event of a partial redemption as above provided or in exchange for Replacement Bonds if then available. Replacement Bonds, if made available as provided below, are issuable solely as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered Bonds of other denominations in equal aggregate principal amounts and in authorized denominations at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

**Replacement Bonds.** Replacement Bonds may be issued by the Issuer in the event that (a) The Depository Trust Company ("DTC") of New York, New York (the "Depository") shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two (2) months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described in the Resolution might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds. The Issuer shall notify the Holders of its determination and of the availability of Replacement Bonds to Holders.

**Transfer.** This Bond shall be registered in the name of the payee on the books of the Issuer by presenting this Bond for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Bond may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until this Bond is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar.

**Fees Upon Transfer or Loss.** The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

**Treatment of Registered Owner.** The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

**Authentication.** This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar by the manual signature of one of its authorized representatives.

**Not Qualified Tax-Exempt Obligations.** The Bonds of this issue have not been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

**IT IS HEREBY CERTIFIED AND RECITED** that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as required by law, and this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its actual original issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

**IN WITNESS WHEREOF**, Independent School District No. 191 (Burnsville-Eagan-Savage), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:

May 7, 2015

Registrable by:

BOND TRUST SERVICES CORPORATION  
ROSEVILLE, MINNESOTA

BOND REGISTRAR'S  
CERTIFICATE OF  
AUTHENTICATION

This Bond is one of

the Bonds described  
in the within mentioned  
Resolution.

Payable at:

BOND TRUST SERVICES CORPORATION  
ROSEVILLE,  
MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO. 191  
(BURNSVILLE-EAGAN-SAVAGE)  
BURNSVILLE, MINNESOTA

BOND TRUST SERVICES CORPORATION  
Bond Registrar

/s/ (Facsimile) \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Authorized Signature

/s/ (Facsimile) \_\_\_\_\_  
Clerk

### CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Bond may be made only by the registered owner or the registered owner's legal representative last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
<u>May 7, 2015</u>	Cede & Co. P.O. Box 222 Bowling Green Station <u>New York, NY 10274</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**REGISTER OF PARTIAL PAYMENTS**

The principal amount of the attached Bond has been prepaid on the dates and in the amounts noted below:

<u>Date</u>	<u>Amount</u>	<u>Signature of Bondholder</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a notation is made on this register, such notation has the effect stated in the attached Bond. Partial payments do not require the presentation of the attached Bond to the Bond Registrar, and a Holder could fail to note the partial payment here.

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

---

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entirety
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common
UTMA	-	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border-bottom: 1px solid black; width: 40%;"></div> <span>CUSTODIAN</span> <div style="border-bottom: 1px solid black; width: 40%;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>(Cust)</span> <span>(Minor)</span> </div>

Under Uniform Transfers to Minors Act

---

(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto  
the within Bond and does hereby irrevocably constitute and appoint  
\_\_\_\_\_ attorney to transfer the Bond on the books kept for  
the registration thereof, with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if  
the Bond is held by joint account.)

Please insert Social Security or  
other Tax Identification Number  
of Transferee.

[Empty rectangular box for Social Security or Tax Identification Number]

**EXHIBIT B****(FORM OF REPLACEMENT BOND)**

UNITED STATES OF AMERICA  
 STATE OF MINNESOTA  
 DAKOTA AND SCOTT COUNTIES  
 INDEPENDENT SCHOOL DISTRICT NO. 191  
 (BURNSVILLE-EAGAN-SAVAGE)

R- \_\_\_\_\_ \$ \_\_\_\_\_

GENERAL OBLIGATION SCHOOL BUILDING BOND, SERIES 2015A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
		MAY 7, 2015	

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT:  
 DOLLARS

**KNOW ALL PERSONS BY THESE PRESENTS** that Independent School District No. 191, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in Burnsville, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is redeemable as stated below, on a date prior thereto on which it shall have been duly called for redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing February 1, 2016, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books

of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

**REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF, WHICH PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.**

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by the manual signature of one of its authorized representatives.

**IT IS HEREBY CERTIFIED AND RECITED** that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as required by law, and this Bond, together with all other debts of the Issuer outstanding on the date of original issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

**IN WITNESS WHEREOF**, Independent School District No. 191 (Burnsville-Eagan-Savage), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and the Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:

\_\_\_\_\_

Registrable by:

BOND TRUST  
SERVICES CORPORATION  
ROSEVILLE, MINNESOTA

BOND REGISTRAR'S  
CERTIFICATE OF  
AUTHENTICATION  
This Bond is one of

Payable at:  
BOND TRUST SERVICES CORPORATION  
ROSEVILLE,  
MINNESOTA

the Bonds described  
in the within mentioned  
Resolution.

INDEPENDENT SCHOOL DISTRICT NO. 191  
(BURNSVILLE-EAGAN-SAVAGE)  
BURNSVILLE, MINNESOTA

BOND TRUST SERVICES CORPORATION  
Bond Registrar

/s/ (Facsimile) \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Authorized Signature

/s/ (Facsimile) \_\_\_\_\_  
Clerk

## ON REVERSE OF BOND

**Issuance; Purpose.** This Bond is one of an issue in the total aggregate principal amount of \$\_\_\_\_\_. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. All are issued to finance the acquisition and betterment of school sites and facilities, and all are issued pursuant to resolutions duly adopted by the School Board and authority conferred by more than the requisite majority vote of the qualified electors of the Issuer voting on the question of their issuance at an election duly and legally called and held therein on February 24, 2015, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling.

**General Obligation.** This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

**Minnesota School District Credit Enhancement Program.** The Issuer has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute to guarantee the payment of the principal and interest on the Bonds when due.

**Date of Payment Not Business Day.** If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

**Optional Redemption.** The Issuer may elect on February 1, 2025, and on any date thereafter, to prepay Bonds due on or after February 1, 2026, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, Bonds shall be prepaid in \$5,000 increments of principal. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date. Published notice of redemption shall, in each case, be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each Registered Holder of the Bonds.

To effect a partial redemption of the Bonds having a common maturity date, the Bond Registrar, prior to giving a notice of redemption, shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot from the numbers so assigned to such Bonds, using such method of selection as it shall deem proper in its discretion, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed.

The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute and the Bond Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds of the same series having the same stated maturity and interest rate and of any authorized denomination or denominations, as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

**Mandatory Redemption.** The Bonds maturing in the year \_\_\_\_ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year \_\_\_\_ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

**Not Qualified Tax-Exempt Obligations.** The Bonds of this issue have not been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

**Denominations; Exchange; Resolution.** The Bonds are issuable solely as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered bonds of other denominations in equal aggregate principal amounts and in authorized denominations at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

**Transfer.** This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an authorized denomination, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity, and bearing interest at the same rate.

**Fees Upon Transfer or Loss.** The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

**Treatment of Registered Owner.** The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

---

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entirety
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common
UTMA	-	_____ CUSTODIAN _____ (Cust) (Minor)

Under Uniform Transfers to Minors Act

---

(State)

Additional abbreviations may also be used though not in the above list.

### ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if the Bond is held by joint account.)

Please insert Social Security or other Tax Identification Number of Transferee.

**EXHIBIT C**

**DTC Letter of Representations**

**EXHIBIT D**  
**LEVY COMPUTATION SHEET**

<u>Levy Year</u>	<u>Collection Year</u>	<u>Amount</u>
2015	2016	\$
2016	2017	
2017	2018	
2018	2019	
2019	2020	
2020	2021	
2021	2022	
2022	2023	
2023	2024	
2024	2025	
2025	2026	
2026	2027	
2027	2028	
2028	2029	
2029	2030	
2030	2031	
2031	2032	
2032	2033	
2033	2034	
2034	2035	



**Agenda III.D.  
April 9, 2015**

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

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

**Date:** March 25, 2015

**Re:** Award the bid for Lower Level Remodel of Diamondhead

**RECOMMENDATION:** That the Board of Education award the base bid (\$972,500.00) for the lower level remodel at Diamondhead project to Morcon Construction Company, for the total amount of \$972,500.00 .

On Thursday, March 26<sup>th</sup>, 2015, bids for the lower level remodel at Diamondhead project were opened and publicly read aloud. Four bids were submitted; the low bid of \$972,500.00 is within the budgeted amount for this project. Alternate bid #1 in the amount of \$44,850 is being rejected.

Attached are the bid tabulation results as well as ATS&R's recommendation letter.



ARMSTRONG TORSETH SKOLD & RYDEEN INC

March 27, 2015

Mr. Glenn Simon  
Burnsville-Eagan-Savage Public Schools  
Independent School District No. 191  
Administrative Services Center  
100 River Ridge Court  
Burnsville, MN 55337

Re: Bid Results and Recommendation for Award of Contract for:  
Diamondhead Education Center – Early Childhood Program Alterations  
ATS&R Project Number 15002.1

Dear Mr. Simon:

On Thursday, March 26, 2015, bids were received for the Diamondhead Education Center, Early Childhood Program Alterations project. Four (4) bidders submitted bids for the work; all were complete and responsive.

The apparent low, responsible bidder for this work is Morcon Construction Company, Inc. with a Base Bid of \$972,500.00. There was one (1) Bid Alternate.

It is the recommendation of ATS&R for the Burnsville-Eagan-Savage Public School District, based on the bid received and follow-up confirmation with the contractor, to award the contract for General Construction to:

Morcon Construction Company, Inc.  
5905 Golden Valley Road  
Golden Valley, MN 55422  
Phone: 763-546-6066  
Fax: 763-546-3129  
Email: [solson@morcon.com](mailto:solson@morcon.com)

for the contract amount of \$972,500.00.

Thank you for your consideration in this matter; we look forward to a very successful project.

Sincerely,

Mark G. Hayes, AIA  
Partner / Project Architect

MGH/dme

Attachment: Bid Tabulation

cc: Debbie Erickson, ATS&R  
Steve Schmidgall, ATS&R

**BURNSVILLE EAGAN SAVAGE PUBLIC SCHOOLS**  
**DIAMONDHEAD EDUCATION CENTER**  
**EARLY CHILDHOOD PROGRAM ALTERATIONS**  
**PROJECT NUMBER: 15002.1**  
**BID DATE: March 26, 2015 @ 3:00 P.M.**

CONTRACTOR	Morcon Construction	CM Construction	Ebert Construction	Meisinger Construction
BASE BID	\$972,500.00	\$1,106,800.00	\$1,128,000.00	\$1,280,000.00
BID BOND CHECK	Yes	Yes	Yes	Yes
Certification of Compliance with Responsible Contractor	Yes	Yes	Yes	Yes
Alternate 1 - Rubber Floor in Rooms 44, 58 and 59	\$44,850.00	\$26,229.00	\$28,900.00	\$27,000.00
Addendums 1 - 2	1, 2	1, 2	1, 2	1, 2

CC: Accounting, Mark Hayes, Rod Erickson, File, FO



**Agenda III.E.  
April 9, 2015**

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

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

**Date:** March 25, 2015

**Re:** 2015 Nicollet Locker Room Alterations Bid

**RECOMMENDATION:** That the Board of Education awards the base bid (\$429,400.00) for the Nicollet Locker Room Alterations project to Derau Construction, for the total amount of \$429,400.00.

On Thursday, March 26<sup>th</sup>, 2015, bids for the Nicollet Locker Room Alterations project were opened and publicly read aloud. Six bids were submitted; the low bid of \$320,130.00 was submitted by RAK construction and is being rejected as they did not include the "Responsible Contractor Verification of Compliance" form with their bid as required by Minnesota statute 16C.285 and the Bid Documents.

The responsible low bidder for this work is Derau Construction with a base bid of \$429,400.00.

Attached are the bid tabulation results as well as ATS&R's recommendation letter.



ARMSTRONG TORSETH SKOLD & RYDEEN INC

March 27, 2015

Mr. Glenn Simon  
Burnsville-Eagan-Savage Public Schools  
Independent School District No. 191  
Administrative Services Center  
100 River Ridge Court  
Burnsville, MN 55337

Re: Bid Results and Recommendation for Award of Contract for:  
Joseph Nicollet Junior High School – Locker Room Alterations  
ATS&R Project Number 15002.2

Dear Mr. Simon:

On Thursday, March 26, 2015, bids were received for the Joseph Nicollet Junior High School Locker Room Alterations project. Six (6) bidders submitted bids for the work; four (4) of the bids were complete and responsive. Two bids, submitted by RAK Construction and Parkos Construction, are being rejected as they did not include the “Responsible Contractor Verification of Compliance” form with their bid as required by Minnesota Statute 16C.285 and the Bid Documents.

The apparent low, responsible bidder for this work is Derau Construction with a Base Bid of \$429,400.00.

It is the recommendation of ATS&R for the Burnsville-Eagan-Savage Public School District, based on the bid received and follow-up confirmation with the contractor, to award the contract for General Construction to:

Derau Construction  
1407 East Cliff Road  
Burnsville, MN 55337  
Phone: 952-697-5131  
Fax: 952-697-5141  
Email: pat.r@derauconstruction.com

for the contract amount of \$429,400.00.

Thank you for your consideration in this matter; we look forward to a very successful project.

Sincerely,

Mark G. Hayes / AIA  
Partner / Project Architect

MGH/dme

Attachment: Bid Tabulation

cc: Debbie Erickson, ATS&R  
Steve Schmidgall, ATS&R

BURNSVILLE EAGAN SAVAGE PUBLIC SCHOOLS  
 NICOLLET JR HIGH LOCKER ROOM ALTERATIONS

PROJECT NUMBER: 15002.2  
 BID DATE: March 26, 2015 @ 1:00 P.M.

CONTRACTOR	RAK Construction	Derau Construction	A & L Construction	Parkos Construction	Morcon Construction	CM Construction
BASE BID	\$320,130.00	\$429,400.00	\$438,000.00	\$439,400.00	\$444,000.00	\$474,000.00
BID BOND CHECK	Yes	Yes	Yes	Yes	Yes	Yes
Certification of Compliance with Responsible Contractor	No	Yes	Yes	No	Yes	Yes
Addendums 1 - 2	1, 2	1, 2	1, 2	1, 2	1, 2	1, 2

CC: Accounting, Mark Hayes, Rod Erickson, File, FC



**Agenda III.F.  
April 9, 2015**

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

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

**Date:** March 26, 2015

**Re:** 2015 Sky Oaks Alterations Bid

**RECOMMENDATION:** That the Board of Education awards the base bid (\$253,900.00) for the 2015 Sky Oaks Alterations project to C.M. Construction, for the total amount of \$253,900.00.

On Thursday, March 26<sup>th</sup>, 2015, bids for the 2015 Sky Oaks Alterations project were opened and publicly read aloud. Five bids were submitted; the low bid of \$248,000.00 submitted by Iyawe & Associates is being rejected as they did not include the "Responsible Contractor Verification of Compliance" form with their bid as required by Minnesota statute 16C.285 and the Bid Documents.

The responsible low bidder for this work is C.M. Construction with a base bid of \$253,900.00. Alternate bid #1 in the amount of \$10,000 is being rejected.

Attached are the bid tabulation results as well as ATS&R's recommendation letter.



ARMSTRONG TORSETH SKOLD & RYDEEN INC

March 27, 2015

Mr. Glenn Simon  
Burnsville-Eagan-Savage Public Schools  
Independent School District No. 191  
Administrative Services Center  
100 River Ridge Court  
Burnsville, MN 55337

Re: Bid Results and Recommendation for Award of Contract for:  
Sky Oaks Elementary School Alterations  
ATS&R Project Number 15002.3

Dear Mr. Simon:

On Thursday, March 26, 2015, bids were received for the Sky Oaks Elementary School Alterations project. Five (5) bidders submitted bids for the work; four (4) of the bids were complete and responsive. One bid, submitted by Iyawe & Associates, is being rejected as it did not include the "Responsible Contractor Verification of Compliance" form as required by Minnesota Statute 16C.285 and the Bid Documents.

The apparent low, responsible bidder for this work is C. M. Construction Company with a Base Bid of \$253,900.00. There was one (1) Bid Alternate.

It is the recommendation of ATS&R for the Burnsville-Eagan-Savage Public School District, based on the bid received and follow-up confirmation with the contractor, to award the contract for General Construction to:

C.M. Construction Company  
12215 Nicollet Avenue South  
Burnsville, MN 55337  
Phone: 952-895-8223  
Fax: 952-895-8183  
Email: [www.cmconstructionco.com](http://www.cmconstructionco.com)

for the contract amount of \$253,900.00.

Thank you for your consideration in this matter; we look forward to a very successful project.

Sincerely,

Mark G. Hayes, AIA  
Partner / Project Architect

MGH/dme

Attachment: Bid Tabulation

cc: Debbie Erickson, ATS&R  
Steve Schmidgall, ATS&R

BURNSVILLE EAGAN SAVAGE PUBLIC SCHOOLS  
 SKY OAKS ELEMENTARY SCHOOL ALTERATIONS

PROJECT NUMBER: 15002.3  
 BID DATE: March 26, 2015 @ 11:00 A.M.

CONTRACTOR	Iyawe & Associates	CM Construction	Morcon Construction	Meisinger Construction	A & L Construction
BASE BID	\$248,000.00	\$253,900.00	\$269,400.00	\$287,000.00	\$292,000.00
BID BOND CHECK	Yes	Yes	Yes	Yes	Yes
Certification of Compliance with Responsible Contractor	No	Yes	Yes	Yes	Yes
Alternate No. 1 Vinyl Wall Graphics	\$5,500.00	\$10,000.00	\$10,600.00	\$10,000.00	\$10,000.00
Addendums 1 - 2	1, 2	1, 2	1, 2	1, 2	1, 2

CC: Accounting, Mark Hayes, Rod Erickson, File, FO



**Agenda III.G.  
April 9, 2015**

**To:** Members, Board of Education

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

**Date:** March 26, 2015

**Re:** Extend the Pupil Transportation Services Agreement for the 2015-2016 school year with Durham School Services.

**RECOMMENDATION:** That the Board of Education extends the Pupil Transportation Services agreement for the 2015-2016 school year with Durham School Services and a rate increase of 1.6%.

On Thursday, May 17<sup>th</sup>, 2012 the Burnsville-Eagan-Savage School District entered into an agreement to have Durham School Services provide transportation to students for the school years 2012-2013 and 2013-2014 with an option to extend the agreement for the school years 2014-2015 and 2015-2016. The agreement states that a rate increase would be based on the consumer price index for the state of Minnesota for the 12 month period ending December 31<sup>st</sup> of the prior contract year or the contractor quoted percentage increase of 2.5% whichever is less. The CPI for the state of Minnesota on December 31<sup>st</sup> 2014 was published at 1.6%.

At this time the Burnsville-Eagan-Savage School District is pleased with the service that Durham School Services is providing for student transportation.

The rate increases have been reviewed and are accurate.



March 31, 2015

**Via Federal Express**

Mr. Glenn Simon  
Director of Transportation  
Burnsville-Eagan-Savage Public Schools  
100 River Ridge Ct.  
Burnsville, MN 55337

**Re: Addendum Two to Transportation Agreement between Burnsville-Eagan-Savage Public Schools and Durham School Services, L.P. (the "Agreement")**

Dear Mr. Simon:

Enclosed please find two (2) partially executed originals of the above referenced document.

Please have each original signed and kindly return one fully executed original to my attention at the address below.

We look forward to another successful school year of working with the District's staff and students.

If you should have any questions, please do not hesitate to contact me at 630-821-5785.

Sincerely,

Amy O'Dell  
Senior Contracts Administrator

Enclosures

4300 Weaver Parkway  
Warrenville, Illinois 60555  
Telephone: 630.821.5785  
Fax: 800.318.3227  
[www.durhamschoolservices.com](http://www.durhamschoolservices.com)

0898.2.3072.2015  
INDEPENDENTSCHOOLDISTRICT 191  
BURNSVILLE EAGAN SAVAGE PUBLIC SCHOOLS  
Transportation Agreement

**ADDENDUM TWO**  
**2015-2016 SCHOOL YEAR**

The INDEPENDENT SCHOOL DISTRICT 191, BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS "DISTRICT", and DURHAM SCHOOL SERVICES, L.P., hereinafter referred to as "CONTRACTOR", mutually agree to amend the existing Agreement, dated May 17<sup>th</sup>, 2012, hereinafter referred to as "Agreement", as stated below:


1. Section 1 "Term" shall be extended for an additional one (1) year period from July 1 2015 through June 30, 2016. The rates shall be increased by 1.6% as stated in the attached EXHIBIT A.
2. This Addendum is effective July 1, 2015 and is agreed to by the parties.
3. ~~The above constitutes the complete Terms and Conditions of this Addendum. No other promises, whether implied or expressed, have been made. All other terms and conditions of the Agreement remain the same.~~

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date written above.

**DURHAM SCHOOL SERVICES, L.P.**

**INDEPENDENT SCHOOL DISTRICT 191  
BURNSVILLE-EAGAN-SAVAGE PUBLIC  
SCHOOLS**

By: Durham Holding II, L.L.C.,  
its general partner

By:   
Name: David A. Duke  
Title: President and CEO  
Date: March 30, 2015

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

**RATES FOR STUDENT TRANSPORTATION SERVICES SERVICE RATES:**

**SCHOOL YEAR 2015-2016**

1. **Regular "To and From" Routes.** Per bus cost for all regular "to and from" routes, "home to school" transportation, for the days of school operation AM and PM Vehicle Type A, B, C or D. Note: AM only or PM only buses will be paid at 50% of the full day rate.

Bus Size	Daily Bus Cost (4.00 - hour)		Cost per extra 1/4 hour	
Type C or D - 71 and 77 Passenger	1a	\$268.81	1b	\$5.83
Type A or B	1c	\$276.31	1d	\$5.83

2. **Midday routes.** The per-bus cost for all mid-day routes for the days of school operation. Vehicle Type A, B, C or D (Must provide cost for #1 above if quoting routes).

Bus size	Daily Bus cost (1 - hour)		Cost per extra 1/4 hour	
Type A, B or C	2a	\$23.36	2b	\$5.83

3. **Special Transportation "To and From" Routes.** The per bust cost for all special transportation and special needs routes, home to school transportation, for the days of school operation AM and PM Vehicle Type III, A, B, or C. Minimum use is 4.00 hours. Note: AM only or PM only buses will be paid at 50% of the full day rate.

Bus Size	Daily Bus Cost (4.00 - hour)		Cost per extra 1/4 hour	
In - District - Type III	3a	\$276.31	3b	\$5.83
In - District - Type A & B	3c	\$276.31	3d	\$5.83
In - District - Type C	3e	\$276.31	3f	\$5.83
Out-of-District - Type III	3g	\$276.31	3h	\$5.83
Out-of-District - Type A & B	3i	\$276.31	3j	\$5.83
Out-of-District - Type C	3k	\$276.31	3l	\$5.83

Annual cost for lift equipment vehicle: \$1,154.99

Fee applies if need more than the 12 lift vehicles assumed in above Special Transportation rates.  
 Per "Live" Hour cost for Paraprofessional/Bus Aide: \$17.23  
 Annual Cost to provide special education routing service: \$68,061.84



**BURNSVILLE –EAGAN- SAVAGE**  
Burnsville, Minnesota  
**PUPIL TRANSPORTATION SERVICES AGREEMENT**

In accordance with Minn. Stat. 123B.52, subdivision 1 and 3, this agreement is made and entered into as of the 17<sup>th</sup> day of MAY, 2012, by and between INDEPENDENT SCHOOL DISTRICT NO. 191, BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS, Burnsville, Dakota County, Minnesota, hereinafter called "School District" and DURHAM SCHOOL SERVICES, Warrenville, Illinois, hereinafter called "Contractor."

WITNESSETH

WHEREAS, School District has selected Contractor to provide the pupil transportation services described herein; and

WHEREAS, Contractor desires to provide such pupil transportation service to the School District,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

1. TERM

The initial term of this agreement shall commence July 1, 2012 and shall continue through June 30, 2014, with the option, at the District's sole discretion, to renew the agreement for an additional two years (July 1, 2014 through June 30, 2016). The District shall provide Contractor with notice of renewal or non-renewal at least 90 days prior to the end of the second Contract Year. For Purposes of this Agreement, the term "Contract Year" shall mean each one year period commencing July 1 during the term of this Agreement. The School District shall have the right to terminate the contract without cause effective with the beginning of any school year by giving ninety (90) days written notice.

2. SCOPE OF SERVICES REQUIRED

Contractor shall, during the term of this Agreement, supply and maintain such number of school buses and personnel as are required to fulfill District's needs for pupil transportation services as described in the "**Burnsville-Eagan-Savage Public Schools Student Transportation Specifications & Conditions**", see **Appendix A** which is incorporated in this Agreement.

3. COMPENSATION AND BILLING

In consideration for services rendered hereunder, School District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in **Appendix B** attached hereto and made a part hereof, as may be adjusted from time to time as provided herein.

Contractor will invoice the School District monthly. Invoice will include information that allows the School District to verify amounts charged. Payments to the Contractor by the School District will be made on a monthly basis.

4. CONTRACTOR RESPONSIBILITIES

Upon request, Contractor shall provide the School District preceding each Contract Year with a "service plan for pupil transportation services." Contractor shall work with School District's Administration or designee in planning services and otherwise implementing the Agreement. The "service plan" must include at a minimum the following:

- a. List of drivers, both primary and substitutes.
- b. List of bus and van equipment that will be used in providing the contract services, along with the make of equipment, year of manufacture, mileage, vehicle type, passenger size, and special equipment.
- c. Staffing plan of employees, in addition to the above drivers, who will be assigned to fulfill the responsibilities contemplated in the Contract.
- d. Insurance information required by the Agreement.
- e. Staff training plan including materials and schedule.
- f. Contractor shall support student bus and traffic training classes at the beginning of each school year at each school. Evacuation practices will be conducted yearly.

5. RECORDS AND REPORTS

Contractor shall provide those reports and records, which may be reasonably requested by District and necessary for proper payment, for evaluation of Contractor's performance or for state and District reporting hereunder. Reports may include, but are not limited to:

- Accident Reports
- Student Discipline Reports
- Bus Inspections
- Monthly or Yearly Mileage, Hour or Route Reports
- Bus Ridership Reports - for each route including special education transportation routes
- Driver Qualification Reports

6. STATUS OF CONTRACTOR

In the interpretation of this Agreement and the relations between Contractor and School District, Contractor shall be construed as being an independent contractor hired to provide pupil transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an employee or official of the School District. Contractor shall be responsible for, and hold School District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

7. INSURANCE

Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement, public liability and property damage liability insurance protecting School District, its board, officers, employees and agents, and Contractor, its drivers and other personnel. Contractor must provide the above referenced insurance with the following minimum limits:

Automobile Liability	\$1,000,000	combined single limit
Commercial Liability	\$1,000,000	combined single limit
Umbrella Liability	\$10,000,000	

Contractor agrees to provide School District a certificate of insurance evidencing such coverage and designating School District as an additional insured. Worker's compensation insurance shall be maintained as required by law. All insurance policies shall provide that no coverage shall be cancelled except by thirty (30) days written notice to School District.

8. PERFORMANCE BOND

The School District may require the Contactor provide the School District with a performance bond valued at 100% of the school year 2012-2013 anticipated contract amount. The School District will have the option to require future performance bonds. The School District will reimburse the Contractor as indicated in Appendix B.

8. INDEMNIFICATION

Contractor shall hold School District, its governing board, officers and employees harmless and does hereby indemnify School District, its governing board, officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of Contractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of School District, its agents or employees. The Contractor also agrees to indemnify and save the School District harmless from any claims involving personal injury or property damage arising out of, or in the course of, Contractor's acts in providing transportation of assigned pupils.

To the extent permitted by law, School District shall hold Contractor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Contractor, its officers, employees, agents, successors and assigns from and against every claim or demand which may be made by any act neglect, default or omission of School District, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

9. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT (E.E.O)

Contractor must show evidence of a non-discriminatory equal employment opportunity program in the selection of employees that follow the guidelines established by School District E.E.O. program. Such program must provide E.E.O. opportunities regardless of person's race, creed, sex, national origin, and sexual orientation, or any other characteristic protected under state or federal law.

10. FORCE MAJEURE

In the event Contractor is unable to provide the transportation services herein specified because of any act of nature, civil disturbance, fire, flood, war, governmental action, labor dispute involving School District personnel, picketing, strike, or lockout, or any condition or cause beyond Contractor's control, School District shall excuse Contractor from performance under this Agreement for the duration of the force majeure event.

11. FAILURE TO DELIVER & PENALTIES

If by any reason of any acts of nature, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, the Contractor shall be prevented from carrying out the terms of this Agreement, School District shall have the right to hire others to continue service, and Contractor shall be liable to District for the incremental cost District incurs to pay for such services above what District

would have paid Contractor for the identical service. Such liability shall end at the end of the school year in which Contractor was prevented from carrying out the terms of this Agreement or when Contractor is able to resume service, whichever comes first.

12. INCLEMENT WEATHER / SCHOOL CLOSINGS

If school is canceled because of inclement weather or impassability of roads there will be no charges. Contractor shall be responsible for providing timely information on road conditions during inclement weather situations that will assist the district in deciding whether school will be in session.

13. EMERGENCY RESPONSE PROGRAM

Contractor shall understand and participate in the School District Emergency Plan. In addition, Contractor shall develop and implement an emergency plan responsive to the School District Emergency Plan. School District may review and require changes or additions to the Contractor's plan.

14. SUPERVISORY AND LIAISON PERSONNEL

The contractor shall designate a permanent regular, full-time supervisor to be directly responsible for the provision of all services required in the School District contract. The supervisor will be approved by the School District and is responsible for providing safe and efficient transportation services required by this Agreement and will supervise necessary support staff required for on-site management. This person shall work with the school District Designee for purposes of service coordination. The School District expects that the supervisor is an experienced person who has demonstrated skills for fulfilling the responsibilities of this Agreement. Contractor shall inform School District of the name(s) and business address(s) of such management personnel.

15. OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS

Contractor shall employ a sufficient number of qualified drivers and support personnel to assure School District of continuous and reliable service. The Contractor will consistently conduct a proactive recruitment campaign and periodically update the School District on these efforts. Contractor shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of School District. Accordingly, Contractor agrees that each driver shall:

- a. Possess a valid license issued by this State (or a reciprocal state) authorizing such person to operate a school bus.
- b. Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus qualified without reasonable accommodation, to safely operate a school bus. The physical examination shall be conducted prior to employment and periodically thereafter as required by State law.
- c. Successfully complete a course of training, including instruction in school bus safety, student discipline, human relations, behind-the-wheel school bus driving instruction, defensive driving, first aid, use of fire extinguisher, traffic laws, and applicable District policies and regulations.
- d. Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
- f. Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.
- g. Meet any other criteria required by State law or by District's policies, rules or regulations.

Contractor shall hold each driver responsible for:

- a. Supervising the safe loading and unloading of his or her bus at every pick-up and delivery point.
- b. Keeping informed of all rules and regulations affecting the safe operation of school buses and standards of conduct.
- c. Complying with all federal, state and local traffic laws while operating buses under this agreement.
- d. Carrying appropriate identification at all times while on duty.
- e. Carrying a timepiece while on duty so that the driver can maintain established schedule times.
- f. Communicating to Staff any issues or needs related to the route assignment and all passengers transported.

A driver orientation and instruction program will be provided before a driver is allowed to drive while students are on board. Training must include:

- a. Enough to safely operate the type of school bus the driver will be driving.
- b. Emergency procedures.
- c. Student Management procedures, including issues relating to students with disabilities.
- d. Knowledge of relevant laws, rules of the road, and local school bus safety policies.
- e. Knowledge of student loading and unloading procedures.

An ongoing performance monitoring and assistance program should include:

- a. Random drug testing.
- b. Daily observance of employees to detect violations of drug policy.
- c. Advance knowledge of routes, including substitutes.
- d. Route accuracy including proper stops and updated paperwork.
- e. Demonstrated driver-passenger professionalism.
- f. Competency in physically driving the assigned vehicle and equipment.

Contractor shall take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus nor to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any bus. Contractor shall regulate the use of prescription and non-prescription drugs, which impair the safe operation of the bus. Contractor shall enforce all School District Rules and Regulations in place.

Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that School District shall have the right to require Contractor to remove from service under this agreement any employee who, at School District's sole discretion, is deemed unsuitable for the performance of transportation services for School District; and provided further that School District shall make such request in writing and state the reasons therefore.

## 16. EQUIPMENT

All school buses supplied by Contractor pursuant to this Agreement shall meet or exceed the standards established by the laws and regulations of the State and the United States. Contractor shall maintain the school buses used to provide pupil transportation services under this Agreement in accordance with law and accepted industry maintenance standards. School District reserves the right to request maintenance records at any time during Agreement.

Buses supplied by the Contractor will comply with requirements outlined in **Appendix A**.

Age of vehicle maybe determined by date indicated on manufacturer's plate or date put into service.

Contractor shall provide buses in sufficient number to efficiently transport all students for whom School District orders services, including an adequate number of spares.

Buses shall be of sufficient capacity to permit every student transported to be seated in conformance with State laws at all times. Buses must be clean, neat-appearing and display appropriate exterior and interior markings as required by state law.

#### 17. TERMINAL

The Contractor shall maintain a terminal and office that is within 30 minutes from any portion of the district.

Contractor must equip facility with proper furniture, facsimile machine, maintenance equipment, and basic comforts for staff and employees.

Contractor must provide adequate phone lines and a facsimile machine. Contractor must provide a 24-hour answering "service."

Facility must be equipped with Internet service.

Contractor shall make all reasonable efforts to ensure that School District is given the right of first refusal to take over the Contractor's terminal lease after the termination of Contractor's terminal lease or upon termination of this agreement if this agreement shall terminate prior to Contractor's terminal lease.

#### 18. STUDENT DISCIPLINE/VANDALISM

The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with School District. Contractor's drivers are responsible only for such discipline as is required to safely and properly operate Contractor's buses. Each driver shall handle all disciplinary matters in strict accordance with School District policy. In no case will a driver eject a student from a bus without authorization. All discipline problems shall be reported in writing following completion of the route. Procedures and regulations for the administration of discipline shall be established cooperatively between School District and Contractor.

Vandalism damages to Contractor's equipment or facilities shall be the responsibility of Contractor. However, School District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities.

#### 19. ASSIGNMENT

The Contractor shall not assign or transfer any part of the obligation and responsibility in this contract without the prior written approval of the School District.

#### 20. TERMINATION

If either party shall willfully violate any of the covenants or duties imposed upon it by the Agreement, such material willful violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the

violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated. If the District is the party terminating this Agreement, the District shall have the option to extend the termination date an additional 30 days while it arranges for substitute transportation. During said additional 30 days, each and every obligation, duty and right of the respective parties outside of this Paragraph 20 shall continue in effect.

District and Contractor agree to meet and make good faith efforts to resolve any disputes within thirty (30) days of the issuance of a notice of any dispute, as well as prior to filing any action in a court of competent jurisdiction. Good faith efforts may include mediation and arbitration by mutual agreement.

21. PLACE OF CONTRACT

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesota. All references in the contract to the "State" shall mean State of Minnesota.

22. SURVIVAL

The mutual obligations described in COMPENSATION AND BILLING; and INDEMNIFICATION hereof shall survive the termination or expiration of this Agreement.

23. SEVERABILITY

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

24. MODIFICATION

Contractor and School District may modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

25. NOTICE TO PARTIES

All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail or via overnight courier.

Notices to School District shall be addressed to:

Jon Deutsch  
Director of Operations  
Burnsville-Eagan-Savage Public Schools  
100 River Ridge Court  
Burnsville, MN 55337  
Telephone: (952 ) 707 - 2035

Notices to Contractor shall be addressed to:

Contract Administrator  
Durham School Services  
4300 Weaver Parkway  
Warrenville, IL 60555  
Telephone: (630) 821-5400

Either School District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

26. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no prior representations, either oral or written, between School District and Contractor other than those contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 17<sup>th</sup> day of May, 2012.

Durham School Services, L.P.

Independent School District No. 191

By: Durham Holding II, L.L.C.  
Its General Partner

By: [Signature]

Name: G.P. SINGH

Title: SVP-COMMERCIAL DEV.

Date: 5/24/2012

By: [Signature]

Name: Jim Schmid

Title: ISD 191 School Board Clerk

Date: \_\_\_\_\_

(Note: Appendix A and B shall be attached)

**INVITATION FOR QUOTATIONS**  
**Student Transportation Services**  
**Burnsville-Eagan-Savage School District ISD 191**

NOTICE IS HEREBY GIVEN that written, sealed quotations will be received by Burnsville School District, until 10:00 a.m. (CST), Wednesday, April 4th, 2012, for certain Student Transportation Services. On the above date and time, authorized persons of StrategicSource Inc., K12 Trans and Burnsville School District will publicly open the quotations received and read aloud the names of interested parties submitting quotations, the dollar amount of their quotation and other pertinent data. This meeting will be held in the Business Department at the Administrative Service Center, 100 River Ridge Court, Burnsville, MN 55337.

Quotations must be received by U.S. mail or delivered in person, on or before the above date and time, in a sealed envelope clearly marked "Burnsville Student Transportation Services" to:

Burnsville-Eagan-Savage Public Schools  
Jon Deutsch, Director of Operations  
100 River Ridge Court  
Burnsville, MN 55337

The School District will hold a mandatory informational meeting for interested service providers at 10:00 a.m., March 21, 2012 at the Administrative Service Center. The School District's student transportation needs that are the subject of the specifications will be reviewed and questions answered.

Questions regarding the RFQ and Specifications will be accepted until March 23, 2012 at 5:00 p.m. A response to all questions received, will be provided to all interested parties by March 28<sup>th</sup>, 2012 at 5:00 p.m. via email.

Quotations received after the due date and time will be rejected. Burnsville-Eagan-Savage School District is using an open bid process for the services of Student Transportation Services and disclaims usage of any other options allowed under applicable law. The School District reserves the right to reject any and all quotations and waive irregularities therein and further reserves the right to award the contract for services that is in the best interest of Burnsville School District.

The winning quotation will be judged by a combination of price and the quality of the service as indicated in the specifications. General information and specifications may be obtained beginning March 9th, 2012, by contacting Alan Nicklaus, (anicklaus@strategicsource.com)(952-887-1642).

**BURNSVILLE-EAGAN-SAVAGE PUBLIC SCHOOLS  
BUS TRANSPORTATION SPECIFICATIONS & CONDITIONS**

**SECTION I  
GENERAL DIRECTIONS**

1.1 Duration

The service shall be for the 2012-2013 and 2013-2014 school years with an option to extend the contract for additional years at the School District's discretion. The School District shall have the right to terminate the contract for cause effective with the beginning of any school year by giving ninety (90) days written notice.

1.2 Service within the District

Contractor shall furnish equipment and personnel sufficient to provide daily transportation of students within the District for the contracted period to the various schools according to a time schedule and/or routes determined by the School District. There shall be no change in any bus route or time schedule without the consent of the School District. It is understood by the Contractor and the School District that the annual consideration provided in the contract is for the entire school year. In the event changes are made by the School District concerning the number of student days or vehicles required, the payment to the Contractor shall be changed accordingly.

1.3 Service Outside of the District

Contractor shall furnish equipment and personnel as required by the School District to provide daily transportation of students outside the District to such locations according to the students' needs.

1.4 Bid Bond and Performance Bond

A bid bond or certified check for 5% of the estimated first year of an agreement shall accompany the proposal as assurance that the Contractor, if awarded the contract, will promptly enter into a contract with the School District.

The Contractor shall enter into a formal contract based on the conditions and specifications as set forth herein. The Contractor may be required to supply a Performance Bond equal to 100% of the anticipated contract amount, before commencing services, and shall provide liability and property damage insurance as herein described. The cost of the bond shall be listed separately on the attached proposal and should not be included in any of the listed route rates.

As part of the proposal the Contractor should include a letter from a bonding company confirming the Contractor's ability to obtain a bond.

## 1.5 Award

Burnsville-Eagan-Savage Public Schools reserves the right to waive any formalities and irregularities to accept or reject in whole or in part all proposals and to award a contract that in its judgment is in the best interest of the School District.

The School District will consider two contracts, one for regular routes and one for special transportation routes.

**SECTION II**  
**SPECIFIC CONDITIONS**

2.1 Vehicles

- 2.1.1 Contractor will furnish vehicles to cover all routes and sufficient spare vehicles to assure uninterrupted service.
- 2.1.2 Included in the proposal shall be a list of equipment the Contractor proposes to utilize in services provided. The Contractor shall include with the proposal evidence they have such equipment in their immediate possession, or certification from a manufacturer or dealer that such equipment will be provided for service prior to the start of the contract.
- 2.1.3 All vehicles must be maintained in safe operating condition, and the Contractor shall provide that exterior and interior cleanliness be maintained. The average age of the fleet shall be no more than 6 years old. No route vehicle shall be more than 10 years of age, and no spare shall be more than 12 years of age. If the Contractor wants to run a spare for longer, they must have the vehicle inspected by the School District and/or designated agent to obtain permission.
- 2.1.4 Additional equipment – Additional equipment such as wheelchair lifts may have to be added throughout the year. Equipment, which is unique to meet the needs of an individual student, shall be identified by the School District.
- 2.1.5 All vehicles shall be equipped with:
- A. 2-way radios
  - B. Back-up alarms
  - C. A swing gate
  - D. An electronic device that requires the driver to walk to the back of the bus to check for students after each route.
  - E. Camera boxes will be required on all route buses and spares. A minimum of 10 cameras will be available for use on route buses. The type of camera system used shall be wireless or contain a hard drive and must be approved by the School District.
  - F. A GPS will be installed on all route buses. System must be approved by the School District and shall be accessible by the School District or its designee.
- 2.1.6 Regular transportation vehicles will be a minimum 25% 71 passenger and 75% 77 passenger. Included will be a minimum of one vehicle with a wheelchair lift. Use of vehicles other than that will need School District approval.

## 2.2 Insurance

2.2.1 Successful Contractor shall maintain during the life of the contract public liability and property damage and excess liability insurance within minimum limits as follows:

A. Minimum limits:

Automobile Liability	\$1,000,000	combined single limit
Commercial Liability	\$1,000,000	combined single limit
Umbrella Liability	\$10,000,000	

2.2.2 Successful Contractor shall furnish and maintain during the life of the contract Worker's Compensation coverage for the protection of their employees in the amount as required by law.

2.2.3 The Contractor agrees to hold harmless, indemnify and defend the School District, its agents and employees against any and all claims, personal and/or property damage, arising out of the operation of vehicles pursuant to the contract awarded here under.

2.2.4 Contractor's liability insurance policy under this section shall name the School District and its employees as additional insured entity on its insurance policy.

## 2.3 Service Conditions

2.3.1 The number of students transported shall not exceed the rated manufacturer's capacity. Scheduling of the students for arrival at the various school locations shall conform to regular school schedules or the schedule established by the School District.

2.3.2 Students with disabilities shall be picked up immediately in front or as near as possible to the home. A student shall load or unload at home or school only from the right side of the vehicle, unless escorted across the street by an aide.

2.3.3 No unauthorized person shall be allowed in any vehicle while engaged in the transportation of students for the School District. The District reserves the right to assign attendants to any vehicle in the best interest of any student.

2.3.4 The successful Contractor shall be highly selective in the employment of drivers and bus aides. The Contractor will be required to utilize only those drivers holding a valid Class A or Class B license with a school bus endorsement who has been thoroughly checked for ability, character, integrity, fitness, and who are acceptable to the School District. The School District reserves the right to

comment on the performance of any employee of the Contractor, and Contractor shall take appropriate steps to improve services. The Contractor shall implement a dress code that for all employees that shall be agreed to by the School District.

- 2.3.5 Before the beginning of the school year and at such other times as required by the district, Contractor shall furnish the School District with a current roster of all its' drivers transporting School District pupils. Names, addresses and school bus drivers' license numbers for all drivers and substitutes will be furnished to the School District
- 2.3.6 The Contractor shall identify one or more individuals in its employ who will serve as driver trainer(s) and will notify the School District in writing as to which individual(s) is/are filling the role(s).
- 2.3.7 No driver shall be assigned to a route in the School District because of their removal from another district for non-compliance of rules, regulations, laws, or procedures without permission of the School District.
- 2.3.8 Smoking Policy: The School District Policy prohibits any person – employee, visitor, student, parent, etc., from smoking or using any tobacco on school grounds in school owned buildings and in school owned or contracted vehicles at any time.
- 2.3.9 Successful Contractor shall be responsible for handling complaint calls.
- 2.3.10 The drivers shall be responsible for enforcement of the School District rules on student conduct.
- 2.3.11 The Contractor will be responsible for performing two emergency evacuation drills per year. These drills will be coordinated with the School District and performed at no additional cost. If classroom school bus safety training (for students) is provided by the Contractor, the Contractor shall negotiate a cost for providing this training in advance.
- 2.3.12 The Contractor shall understand that information regarding students and routes is confidential and shall be responsible for the training of all employees regarding confidentiality.
- 2.3.13 Due to the fact that the bus company may have the ability to access confidential data, the School District reserves the right to access the bus companies computer system at any time to confirm that proper district procedures are being maintained to protect this data. The School District also may require the bus company to implement specific data privacy procedures to assure that their data is secure.
- 2.3.14 Identification badges must be provided for all drivers operating vehicles under this contract. These shall be provided at the expense of the Contractor.

#### 2.4 Use of Contractors Equipment

It is agreed by the Contractor and the School District in the event the Contractor is unable to provide transportation services as specified in whole or in part because of acts of God, fire, riot, war, picketing, civil commotion, strikes, labor disputes, lack of fuel, or any other condition, the District may solely, at its' option excuse the Contractor from performance and terminate the contract, or shall have the right to assume the operation of such buses, with school employees or other persons as the School District may deem appropriate. The School District shall pay to the Contractor for such buses the same amount specified in the heretofore mentioned rate schedule, less all expenses and costs incurred by the School District in providing the services contemplated by the contract.

#### 2.5 Payments

Contractor will invoice the School District monthly. Invoice will include information that allows the School District to verify amounts charged and itemized. Payments to the Contractor by the School District will be made on a monthly basis.

#### 2.6 Assignments

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the District. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons first, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

During the contracted route times the School District reserves the right to direct the operation of the Contractor's buses as it deems necessary.

#### 2.7 Title IX Compliance Notice - Nondiscrimination Policy

As required by Title IX of the Education Amendments of 1972.  
All vendors must comply with OSHA regulations where applicable.

#### 2.8 Taxes

The Contractor shall pay all taxes imposed on any equipment, supplies or services to be furnished. It is recognized by and between the parties there will be no liability on the part of the School District for any type of tax assessed thereon.

## 2.9 Scheduling

The School District or its designee shall schedule the routes and the Contractor shall operate the buses according to the routes established. The Contractor shall also furnish the District with any concerns associated with the routes on an ongoing basis. The Contractor and School District shall cooperate with each other in maintaining a good public relations program with the community.

Routes may be modified by the School District to assure the timely delivery of students to and from school. Modifications shall not be made for seasonal changes, road construction or other temporary conditions unless the district determines that it is needed in order to get students to school on time.

The School District may require the Contractor to provide routing services for special transportation. The School District would provide the VersaTrans software and Contractor would provide hardware and staff to operate and maintain. Include an annual cost on the proposal form.

## 2.10 Equipment Maintenance

Contractor shall maintain a regular staff of qualified mechanics to insure proper maintenance of all equipment used in the transportation of students in strict accordance with the State of Minnesota Standards for School Buses, and shall maintain said equipment in good mechanical order at all times. All buses shall be kept in a clean and sanitary condition and open to the School District for inspection at all times.

## 2.11 Supervisory and Liaison Personnel

Contractor shall provide a readily available supervisor to oversee vehicles, personnel, services required and to serve as a liaison to the School District staff. Supervisor shall not be assigned to a route. The supervisor may fill in as a substitute as long as it does not interfere with the duties listed above.

This person must attend all meetings required by the School District that support the common goal of safety and service throughout the community. This could include participation in crisis management team, city/county meetings, open houses, and other safety or service related meetings within the community.

The School District shall approve the supervisor.

## 2.12 Safety Program

2.12.1 The Contractor shall administer an effective driver safety program. This includes all aspects of School Bus Safety, including vehicle/equipment operations, student safety, student discipline, as well as customer and public relations. A driver supervisor or trainer shall ride with every driver at least once per year for the

purpose of observing their driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules and regulations, including adherence to published route schedules.

2.12.2 The Contractor shall identify at least one person to be the “School Bus Trainer”. This person must (at a minimum) attend the annual “Train the Trainer” conference. This person must also be certified in wheel chair securement and be certified as a child passenger safety technician (including school bus training). Other safety training required by the School District shall be attended at the Contractor’s expense unless the training is held outside of Minnesota, and then the School District shall be responsible for travel expenses.

2.12.3 The School Bus Safety Trainer must meet with the School District when requested to update the district on what is being done at safety meetings, and to discuss how the Contractor is keeping up with “Best Practices” in the area of School Bus Safety training.

2.12.4 In addition to the annual evaluations, a minimum of 8-hours of in service training must be done with all drivers on an annual basis. At least 4 of these hours must be done during the school year at a monthly safety meeting (4-1 hour meetings). A representative from the School District or its designee may attend these meetings, and the Contractor must provide any training required by the School District.

The School District may require drivers and bus aides to attend up to eight hours of training provided by the School District. These hours do not satisfy the required training listed above. The Contractor will pay any employee wages.

2.12.5 School bus safety training must be documented for all drivers, and this documentation must be provided to the School District as requested.

## 2.13 Contractor Not an Agent

In the interpretation of this agreement and the relations between the Contractor and the School District, the same shall be construed as being an independent agreement with the Contractor for furnishing of transportation only, and the Contractor shall not be held or deemed in any way to be an agent, employee, or official of the School District.

## 2.14 Accident Reports

In the event of an accident, a verbal report shall be made immediately to the School District or its designee. The School District shall provide a written procedure that must be followed if an accident occurs. A written accident report will be submitted to the School District within two working days of the accident. In the event of a crisis, the Burnsville School District Crisis Management Policy must be followed.

2.15 Terminal

The Contractor shall maintain a terminal that is within 30 minutes of any portion of the School District for the duration of the contract.

The present terminal used by First Student to provide service to the Burnsville Public Schools is located at 3400 Highway 13 West, Burnsville, Minnesota.

**SECTION III**  
**MISCELLANEOUS PROVISIONS**

3.1 Applicability of Laws

- 3.1.1 Anything herein notwithstanding, successful Contractor shall comply with applicable provisions of the State of Minnesota Motor Vehicle Code, State Board of Education rules and regulations relating to student transportation, the construction, design, operation of equipment, safety accessories for equipment, vehicle codes and other applicable laws, and rules and regulations prescribed by State and County relating to the transportation of students.
- 3.1.2 The attached proposal by the School District for the transportation contemplated by these specifications shall be reduced to a written contract, and the successful Contractor agrees to execute such contract for transportation, which will refer and include by reference these specifications. It is understood that no contract for transportation will be effective until executed by the successful Contractor and the School District.
- 3.1.3 The successful Contractor shall comply with the School District's adopted transportation policies and regulations.

3.2 Reports

The following reports will be required. Contractor will furnish additional information upon request.

- Driver report. This report must include the name, address, license number and current work assignment of each driver (route and sub drivers). Due September 1<sup>st</sup>.
- Driver Training report. This report will show the driver's training during the school year. Should include date, safety topics, and hours. Due May 1<sup>st</sup>.
- Mileage report. This report must include all miles driven by category (Special Ed, Regular, Shuttles, Field trips etc.). These miles must be reported in a format as required by the state of Minnesota. Due July 15<sup>th</sup>.
- Fleet report. This report must contain all vehicles used (routes and spares) for the purpose of transporting students in the district. Report to include: (VIN number, yr., model, category, and all requirements stated in 2.1.5. Due August 15<sup>th</sup>.
- Staffing report. This report must include a list of all non-driving staff used by the Contractor to fulfill this contract (Management, Dispatch, Trainers etc.). Due September 1<sup>st</sup>.

**SECTION IV**  
**CONCLUSION**

- 4.1 Burnsville - **Eagan-Savage** Schools, in compliance with the duties and obligations placed upon it by the Education Laws of the State of Minnesota and the rules, regulations, and directions of the Department of Education of the State of Minnesota has the responsibility to safeguard the comfort and safety of each student. In order to provide for the orderly operation of its academic program and education system, the district will require strict adherence to the specifications and of the contract to be awarded, including such specifications particularly but not limited to schedules, adequacy of equipment, maintenance of equipment, employment of qualified personnel, constant attendance of qualified supervisory personnel, enforcement of rules as to conduct of children while being transported, safety of operation under all conditions and strict and faithful compliance with all rules, regulations, directives and order of the School Board, Superintendent of Schools and any of his/her designated personnel, the officials and peace officers of any and all municipalities and of any and all other persons or bodies having jurisdiction or control of any subject matter or performance of the contract.
- 4.2 Contractors are instructed to read the specifications and be expected to comply in the event of award. In the event of any misunderstanding as to the meaning of specifications, the Contractor shall contact the district for clarification.
- 4.3 The district reserves the right to contract with other vendors or operate its own buses for low incidence transportation services if it is more economical for the School District to do so.
- 4.4 The School District retains the right to re-assign routes to other Contractors if the School District determines that the Contractor is not meeting the needs of the Burnsville-Eagan-Savage School District.

**SECTION V**  
**TRANSPORTATION SERVICES REQUIRED**

5.1 Regular Transportation

- 5.1.1 Type of transportation: school bus service for public, non-public and kindergarten.
- 5.1.2 Transportation for public and non-public schools.
- 5.1.3 To and from the assigned bus stops, and to various buildings as assigned.
- 5.1.4 The route information is based on the 2011-12 school year.
- 5.1.5 The Contractor shall have adequate spare buses to take care of emergencies and field trips. The number of spare buses should be shown with the list of buses attached to the proposal.
- 5.1.6 The Contractor shall provide written information with the proposal stating how emergencies, breakdowns, etc., are handled, including response time.
- 5.1.7 The proposal should be based on the current routes provided by the School District. During the contracted route times the School District reserves the right to utilize the Contractor's buses as it deems necessary. The hours available to the School District is route time and does not include time to get to and from the bus terminal (before and after routes). The time spent during the first three weeks of school and during inclement weather may exceed the time allowed. No additional compensation will be paid for this time.
- 5.1.8 Bus routes and stops will be determined by the School District. Bus drivers and the Contractor will be asked to cooperate in maintenance of bus stops. Safety, age of students and traffic conditions will be considered in routing and assignment of bus stops.
- 5.1.9 The School District reserves the right to reduce, or expand the number of Contractor buses, and to adjust the contract because of the change. The change in the Contract will be discussed with the Contractor before changes are made

5.2 Field Trips

Contractors are authorized to accept field/athletic trip orders only from designated School District personnel.

### 5.3 Special transportation

- 5.3.1 Type of transportation: School bus service and Type III vehicle use for students with disabilities, and special individually placed students to locations in and out of the School District.
- 5.3.2 Transportation for public and non-public schools, and other locations as required.
- 5.3.3 From home of the special needs students to various locations.
- 5.3.4 The Contractor shall have adequate spare buses to take care of emergencies. The number of spare buses should be shown with the list of buses attached to the quotation.
- 5.3.5 The starting time of schools and routes will be determined by the School District.
- 5.3.6 The School District reserves the right to change or alter routes. In the event such a change is necessary the School District shall give the Contractor reasonable notice of the change.
- 5.3.7 The School District reserves the right to reduce or expand the number of Contractor buses and to adjust the contract because of the change. The change in the contract will be discussed with the Contractor before changes are made.
- 5.3.8 Type of service provided:
- Wheelchair - a lift bus is required for some students
  - Car Seats/Booster Seats/Vests/Restraints - are required for some students
  - Half - Day Schools have some students attending A.M. or P.M. sessions only.
- 5.3.9 Specific accommodations related to a students needs as defined on an IEP must be provided by the bus company i.e. bus aide, harness, wheelchair lift, etc.

**SECTION VI**  
**OTHER CONTRACT PROVISIONS**

6.1 Assignments or Transfers

- 6.1.1 The Contractor shall not assign or transfer any part of his obligations and responsibilities in this contract without the prior written approval of the School Board.
- 6.1.2 The School District must approve all Subcontractors hired by the Contractor to provide services required by this contract. The use of subcontractors shall in no way reduce the obligations and responsibilities of the Contractor.

6.2 Changes in Routing and Scheduling

- 6.2.1 The School District reserves the right to change or alter the route of travel. In the event such change becomes necessary, the School District shall give the Contractor reasonable notice of such change.
- 6.2.2 In the event that the number of routes in the School District is reduced or expanded, the District will alter the contract on a pro-rated basis. Cancellation, interruption or change of established service can be made only with the authorization of the School District.
- 6.2.3 Should the number of days of transportation required change during the school year for reasons other than inclement weather, the contract will be adjusted on a prorated basis.

6.3 Fines and Penalties for Non-compliance

Note: All fines are per occurrence and will be subtracted from the check as they occur monthly.

- 6.3.1 A fine of twice the normal daily route pay will be imposed on the Contractor for any of the following:
- Allowing a driver to drive a route without the appropriate driver's license
  - Not running a route due to lack of drivers or equipment
  - Running a route with a vehicle that does not have a current inspection sticker.
- 6.3.2 A fine of 1/2 times the normal daily route pay will be imposed on the Contractor for any of the following:
- Running a route without the required equipment as outlined above.
  - Running a route more than 15 minutes late unless due to a vehicle breakdown, poor weather, or an act of God.

- Allowing a driver to drive in the School District who has been suspended from the School District for cause.
- Transporting persons other than those assigned by the district without prior approval from the School District.
- Allowing a driver to use a personal cell phone anytime the bus is in motion or when students are on board.
- Failure to correct a problem or complete an agreed change in a route within 3 business days.
- Changing a school bus route or making stops not approved by the School District.
- Conduct of a Contractor's employee including disrespectful behavior towards School District personnel of the public.

6.3.3 A fine of \$100.00 per training session shall be billed for each driver who has not completed the required 8 hours of annual safety training (If any training sessions are missed, the Contractor shall provide an alternate to the training for that driver). All drivers must sign off on a form stating that they received the training after each training session, and these forms must be maintained in the driver's training files.

6.3.4 A fine of \$2,000.00 will be billed if the Contractor does not check Motor Vehicle records twice a year on licensed drivers.

#### 6.4 Fuel Charges

6.4.1 Contractor shall furnish all fuel to be used in its performance of the Contract. Contractor's compensation for services rendered to serve this contract shall be adjusted monthly to reflect the changes service provider's cost of fuel. The Contractor's "Base Fuel Cost" shall be \$3.00 per gallon of fuel, inclusive of applicable taxes. If the cost per gallon is over \$3.00, the School District will reimburse the Contractor. If the cost per gallon is less than \$3.00 the Contractor will credit the School District.

Calculation of gallons used will be determined by the following method. Total live miles as determined by the Versatrans software. Total live miles are then divided by 6 miles per gallon in order to get the total gallons. The Contractor will develop a monthly spreadsheet to determine the fuel clause. Contractor will provide fuel invoices if requested by the district. Contractor will invoice/credit the district monthly for fuel. There will be no fuel charges for non-route service.

Burnsville Public Schools

100 River Ridge Court Burnsville, MN 55337

Quotation Number: School Bus Transportation Services

Submitted By: Firm Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

**RATES FOR STUDENT TRANSPORTATION SERVICES  
SERVICE RATES: SY 2012-2013, 2013-2014 (Year ending July 31, 2013 and 2014)**

1. **Regular “To and From” Routes.** Per bus cost for all regular “to and from” routes, home-to-school” transportation, for the days of school operation A.M. and P.M. Vehicle Type A, B, C or D. Note: AM Only or PM Only buses will be paid at 50% of the full day rate.

Bus Size	Daily Bus Cost (4.00-hour)	Cost per extra ¼ hour
Type C or D – 71 and 77 Passenger	1a	1b
Type A or B	1c	1c

2. **Midday Routes.** The per bus cost for all midday routes for the days of school operation. Vehicle Type A, B, C or D (Must provide cost for #1 above if quoting routes).

Bus Size	Daily Bus Cost (1-hour)	Cost per extra ¼ hour
Type A, B or C	2a	2b

3. **Special Transportation “To and From” Routes.** The per bus cost for all special transportation and special needs routes, home-to-school transportation, for the days of school operation A.M. and P.M. Vehicle Type III, A, B or C. Minimum use is 4.00 hours. Note: AM Only or PM Only buses will be paid at 50% of the full day rate.

Bus Size	Daily Bus Cost (4.00-hour)	Cost per extra ¼ hour
In-District - Type III	3a	3b
In-District - Type A & B	3c	3d
In-District - Type C	3e	3f
Out-Of-District - Type III	3g	3h
Out-Of-District - Type A & B	3i	3j
Out-Of-District - Type C	3k	3l

Annual cost for lift equipped vehicle: .....3n \$ \_\_\_\_\_

Per "Live" Hour cost for Paraprofessional / Bus Aide: .....<sup>3o</sup>\$ \_\_\_\_\_

Annual cost to provide special education routing service: .....<sup>3p</sup>\$ \_\_\_\_\_

4. **Shuttle or Late Activity Service.** The per bus cost for all shuttle service, live time from pick up to drop off. One(1) hour minimum. In District and Out of District service (note: some shuttles may be added to AM/PM or mid-day routes with time added to the regular daily route in lieu of paying shuttle cost).

Bus Size	Daily Bus Cost (1-hour)	Cost per extra ¼ hour
In-District - Type III	4a	4b
In-District - Type A & B	4c	4d
In-District - Type C	4e	4f
Out-Of-District - Type III	4g	4h
Out-Of-District - Type A & B	4i	4j
Out-Of-District - Type C	4k	4l

5. **Summer School Transportation Services.** The annual cost figure for all summer school routes for each year of the term shall be submitted. The summer school rates shall be quoted as a % of the rates for regular "to & from" transportation services.

The summer school rates shall be <sup>5a</sup> \_\_\_\_\_% of regular transportation and Special transportation rates in items #1 and #3 above.

6. **Extra-curricular and Athletic Trips; Activity and Field Trips.** Unit costs for each year of the term include all fuel costs including taxes, labor costs including taxes, maintenance and repair costs, and other direct and indirect costs.

Live Hour Rate – pick up to return drop off, (2.0 hours base): .....<sup>6a</sup> \$ \_\_\_\_\_

Additional ¼ hour rate: .....<sup>6b</sup> \$ \_\_\_\_\_

There will be a charge of <sup>6c</sup> \$ \_\_\_\_\_ for any bus canceled on arrival at the destination point of origin.

There will be a charge of <sup>6d</sup> \$ \_\_\_\_\_ for any bus canceled one (1) hour or less of the scheduled arrival time at the designated point of origin.

There will be no charge for any bus canceled more than two (2) hours from the scheduled pickup time at the designated point of origin.

**7. Performance Bond**

The Contractor may be required to supply a Performance Bond, equal to 100% of the anticipated contract amount, before commencing services. The bond cost is as follows:

\$\_\_\_\_\_ Per Year

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The School District reserves the right to reject any and all quotations and waive irregularities therein and further reserves the right to award the contract for services that is in the best interest of Burnsville School District.

## EXHIBIT A / APPENDIX A – 2

### ADDITIONAL RATES FOR ADDITIONAL YEARS OF STUDENT TRANSPORTATION SERVICE

The district has the right to extend this contract for 2 additional years (2014-2015 and 2015-2016).

The rates established pursuant to the quotation process shall apply to the 2012-2013 and 2013-2014 school years. If the School District elects to extend the contract for the 2014-2015 school year, the rates established for the 2013-2014 school year will be adjusted for the said school year based upon the Consumer Price Index for the State of Minnesota for the 12-month period ending December 31, 2013 or the Contractor quoted percentage increase, whichever is less. If the School District elects to extend the contract for the 2015-2016 school year, the rate established for the 2014-2015 school year will be adjusted for the said school year based upon the Consumer Price Index for the State of Minnesota for the 12-month period ending December 31, 2014 or the Contractor quoted percentage increase, whichever is less.

Please provide a cost for each extended contract year:

For the 2014-2015 School Year the Contractor agrees to operate at an increase of \_\_\_\_\_% or the CPI as described above (whichever is less).

For the 2015-2016 School Year the Contractor agrees to operate at an increase of \_\_\_\_\_% or the CPI as described above (whichever is less).

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**RATES FOR STUDENT TRANSPORTATION SERVICES  
SERVICE RATES: SY 2012-2013, 2013-2014 (Year ending July 31, 2013 and 2014)**

1. **Regular "To and From" Routes.** Per bus cost for all regular "to and from" routes, home-to-school" transportation, for the days of school operation A.M. and P.M. Vehicle Type A, B, C or D. Note: AM Only or PM Only buses will be paid at 50% of the full day rate.

Bus Size	Daily Bus Cost (4.00-hour)	Cost per extra ¼ hour
Type C or D – 71 and 77 Passenger	1a \$260.67	1b \$5.66
Type A or B	1c \$267.94	1d \$5.66

2. **Midday Routes.** The per bus cost for all midday routes for the days of school operation. Vehicle Type A, B, C or D (Must provide cost for #1 above if quoting routes).

Bus Size	Daily Bus Cost (1-hour)	Cost per extra ¼ hour
Type A, B or C	2a 22.65	2b \$5.66

3. **Special Transportation "To and From" Routes.** The per bus cost for all special transportation and special needs routes, home-to-school transportation, for the days of school operation A.M. and P.M. Vehicle Type III, A, B or C. Minimum use is 4.00 hours. Note: AM Only or PM Only buses will be paid at 50% of the full day rate.

Bus Size	Daily Bus Cost (4.00-hour)	Cost per extra ¼ hour
In-District - Type III	3a \$267.94	3b \$5.66
In-District - Type A & B	3c \$267.94	3d \$5.66
In-District - Type C	3e \$267.94	3f \$5.66
Out-Of-District - Type III	3g \$267.94	3h \$5.66
Out-Of-District - Type A & B	3i \$267.94	3j \$5.66
Out-Of-District - Type C	3k \$267.94	3l \$5.66

Annual cost for lift equipped vehicle: .....3n\$ 1,120.00

Fee applies if need more than the 12 lift vehicles assumed in above Special Transportation rates.

Per "Live" Hour cost for Paraprofessional / Bus Aide:.....3o\$ 16.71

Annual cost to provide special education routing service:.....3p\$ 66,000.00

4. **Shuttle or Late Activity Service.** The per bus cost for all shuttle service, live time from pick up to drop off. One(1) hour minimum. In District and Out of District service (note: some shuttles may be added to AM/PM or mid-day routes with time added to the regular daily route in lieu of paying shuttle cost).

Bus Size	Daily Bus Cost (1-hour)	Cost per extra ¼ hour
In-District - Type III	4a \$24.79	4b \$6.20
In-District - Type A & B	4c \$24.79	4d \$6.20
In-District - Type C	4e \$24.79	4f \$6.20
Out-Of-District - Type III	4g \$28.50	4h \$7.13
Out-Of-District - Type A & B	4i \$28.50	4j \$7.13
Out-Of-District - Type C	4k \$28.50	4l \$7.13

5. **Summer School Transportation Services.** The annual cost figure for all summer school routes for each year of the term shall be submitted. The summer school rates shall be quoted as a % of the rates for regular "to & from" transportation services.

The summer school rates shall be 5a 100% of regular transportation and Special transportation rates in items #1 and #3 above.

6. **Extra-curricular and Athletic Trips; Activity and Field Trips.** Unit costs for each year of the term include all fuel costs including taxes, labor costs including taxes, maintenance and repair costs, and other direct and indirect costs.

Live Hour Rate – pick up to return drop off, (2.0 hours base):.....6a \$ 32.91/hour

Additional ¼ hour rate: .....6b \$ 8.23

There will be a charge of 6c \$ 65.82 for any bus canceled on arrival at the destination point of origin.

There will be a charge of 6d \$ 65.82 for any bus canceled one (1) hour or less of the scheduled arrival time at the designated point of origin.

There will be no charge for any bus canceled more than two (2) hours from the scheduled pickup time at the designated point of origin.

**7. Performance Bond**

The Contractor may be required to supply a Performance Bond, equal to 100% of the anticipated contract amount, before commencing services. The bond cost is as follows:

\$ 23,271.29 Per Year

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The School District reserves the right to reject any and all quotations and waive irregularities therein and further reserves the right to award the contract for services that is in the best interest of Burnsville School District.

**EXHIBIT A / APPENDIX A – 2**

**ADDITIONAL RATES FOR ADDITIONAL YEARS OF STUDENT TRANSPORTATION SERVICE**

The district has the right to extend this contract for 2 additional years (2014-2015 and 2015-2016).

The rates established pursuant to the quotation process shall apply to the 2012-2013 and 2013-2014 school years. If the School District elects to extend the contract for the 2014-2015 school year, the rates established for the 2013-2014 school year will be adjusted for the said school year based upon the Consumer Price Index for the State of Minnesota for the 12-month period ending December 31, 2013 or the Contractor quoted percentage increase, whichever is less. If the School District elects to extend the contract for the 2015-2016 school year, the rate established for the 2014-2015 school year will be adjusted for the said school year based upon the Consumer Price Index for the State of Minnesota for the 12-month period ending December 31, 2014 or the Contractor quoted percentage increase, whichever is less.

Please provide a cost for each extended contract year:

For the 2014-2015 School Year the Contractor agrees to operate at an increase of 2.50 % or the CPI as described above (whichever is less).

For the 2015-2016 School Year the Contractor agrees to operate at an increase of 2.50 % or the CPI as described above (whichever is less).

Company Name: Durham School Services

Authorized Signature: Rid T Khan

Date: April 2, 2012



**Agenda III.H.  
April 9, 2015**

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

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

**Date:** March 26, 2015

**Re:** Approve contract with ATS&R for architectural services under construction management model.

**RECOMMENDATION:** That the Board of Education approves the contract with ATS&R for architectural services under a construction management model.

We continue to work with ATS&R for architectural services. We have a current contract with ATS&R which applies to services for projects managed through the general contractor model. As we proceed with Vision One91, we have worked with ATS&R and our attorney to develop a contract which addresses the construction management model for which all but the lower level of Diamondhead will utilize. Attached is a copy of the ATS&R contract which has been drafted, reviewed and modified by ATS&R, our attorney, and administrative staff. Please let me know if you have any questions regarding the contract that I may address prior to the board meeting.



# Document B132™ – 2009

## **Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition**

**AGREEMENT** made as of the Thirtieth day of January in the year Two Thousand Fifteen  
(*In words, indicate day, month and year.*)

**BETWEEN** the Architect's client identified as the Owner:  
(*Name, legal status, address and other information*)

Burnsville Public Schools  
Independent School District No. 191  
100 River Ridge Court  
Burnsville, Minnesota 55337-1613

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

Armstrong, Torseth, Skold & Rydeen, Inc.  
8501 Golden Valley Road, Suite 300  
Minneapolis, Minnesota 55427

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

2015 Referendum Projects  
Burnsville Public Schools, ISD #191  
100 River Ridge Court  
Burnsville, Minnesota

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

Wenck Construction, Inc.  
5270 West 84th Street  
Bloomington, Minnesota 55437

The Owner and Architect 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 C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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## 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.)*

Specific project information will be developed as the project proceeds, and if necessary, the Agreement will be amended with information pertinent to the Work.

§ 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.)*

To Be Determined by Project Under Separate Correspondence

§ 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.)*

To Be Determined by Project Under Separate Correspondence

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

.1 Design phase milestone dates, if any:

To Be Determined by Project Under Separate Correspondence

Init.

.2 Commencement of construction:

To Be Determined by Project Under Separate Correspondence

.3 Substantial Completion date or milestone dates:

To Be Determined by Project Under Separate Correspondence

.4 Other:

To Be Determined by Project Under Separate Correspondence

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

*(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)*

One Contractor

Multiple Prime Contractors

Unknown at time of execution

§ 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.)*

To Be Determined by Project Under Separate Correspondence

§ 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.)*

To Be Determined

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

*(List name, address and other information.)*

Glenn Simon, Director of Operations/Property/Transportation  
Burnsville Public Schools, ISD #191

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address and other information.)*

To Be Determined by Project Under Separate Correspondence.

§ 1.1.10 The Owner will retain the following consultants:

*(List name, legal status, address and other information.)*

- .1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

Not Applicable

- .2 Cost Consultant (if in addition to the Construction Manager):

*(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)*

Init.

Not Applicable

.3 Land Surveyor:

Not Applicable

.4 Geotechnical Engineer:

To Be Determined by Project Under Separate Correspondence

.5 Civil Engineer:

To Be Determined by Project Under Separate Correspondence

.6 Other consultants:

*(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)*

To Be Determined by Project Under Separate Correspondence

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address and other information.)*

Mark G. Hayes, AIA  
Partner/Project Manager  
Armstrong, Torseth, Skold & Rydeen, Inc.

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
*(List name, legal status, address and other information.)*

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Clark Engineering Corporation  
621 Lilac Drive North  
Minneapolis, MN 55422

.2 Mechanical Engineer:

In-House Mechanical  
Armstrong, Torseth, Skold & Rydeen, Inc.

.3 Electrical Engineer:

In-House Electrical  
Armstrong, Torseth, Skold & Rydeen, Inc.

§ 1.1.12.2 Consultants retained under Additional Services:

To Be Determined by Project Under Separate Correspondence

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

School Board Referendum

Init.

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2009, Standard Form of Agreement Between Owner and Construction Manager, as modified. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement, contingent upon coverage being available and commercially affordable. If any of the amounts set forth below change, the Architect shall promptly notify the Owner. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000 ) for each occurrence and in the aggregate for bodily injury and property damage shall be maintained for three years following Substantial Completion.

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

§ 2.6.3 The Architect 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 and shall be maintained for three years following Substantial Completion.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$ 500,000 ).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per claim and in the aggregate and shall be maintained for three years following Substantial Completion, if such coverage is reasonably available at commercially affordable premiums..

§ 2.6.6 The Architect 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 and Automobile Liability. The Architect shall provide to the Owner copies of policy endorsements that show the Owner as an additional insured on the Comprehensive General Liability and Automobile Liability. The Architect hereby represents that its umbrella or excess policies are "follow form" policies.

Init.

§ 2.7 The Architect will follow commonly accepted standards of the profession in performing services under this Agreement.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants and Contractors. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants and Contractors. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall initially include estimated design milestone dates and anticipated dates when design reviews may occur. The Owner, Construction Manager, and Architect will work together to set the schedule and endeavor to meet the project timelines.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, work with the Owner, in coordination with the Construction Manager, to contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.9 The Architect will attend review or approval meetings such as: planning and/or facility committee, school board, or public hearings as necessary and/or reasonably requested by the Owner.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project, and (3) endeavor to notify the Owner of applicable laws, codes and regulations that, in the Architect's opinion, may adversely affect the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project,

including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements, schedule and budget agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. In a manner consistent with the skill and care of the profession, the Architect will endeavor to prepare designs in accordance with applicable laws, statutes, ordinances, codes, and regulations in force on the date of the documents.

§ 3.2.5.1 The Architect and the Owner shall discuss environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to review and rely on the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. In a manner consistent with the skill and care of the profession, the Architect will endeavor to prepare designs in accordance with applicable laws, statutes, ordinances, codes, and regulations in force on the date of the documents.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager and Owner, as necessary, to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

#### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Specifications shall include, but not be limited to, the work required for the architectural, civil, structural, mechanical, electrical, plumbing, service connected equipment, and sitework, and the necessary General Conditions of the Contract. The Architect shall provide the services of professional structural, mechanical, and electrical engineers, qualified by training and experience in their respective fields, as needed, to address requirements of the project and drawings and specifications prepared by said parties shall contain the seal of the party responsible upon their completion. In a manner consistent with the skill and care of the respective professions, said parties shall endeavor to prepare all documents in accordance with applicable laws, statutes, ordinances, codes, and regulations in force on the date of the documents.

§ 3.4.1.1 The Architect and the Construction Manager will specify in the bidding documents that contractors are to provide operating manuals, permanent training videos, and adequate training for the Owner to operate the mechanical, electrical, heating, fire, security, communications, and similar systems installed by the contractor.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project if received at that time.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents. The Owner will approve the Construction Documents and authorize the Architect to proceed to the next phase.

#### § 3.5 Bidding or Negotiation Phase Services

##### § 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors when permitted. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

##### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

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- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

- § 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by
- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
  - .2 participating in selection interviews with prospective contractors; and
  - .3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect 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, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect'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 Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the first Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to observe the site work; to familiarize itself with the progress and quality of work; and to determine for the Owner's benefit and protection if the work is proceeding in accordance with the intent of the Contract Documents. The Architect shall attend construction progress meetings, in conjunction with or in addition to visiting the site in satisfaction of other responsibilities. The Architect shall use reasonable care to guard the Owner against defects and deficiencies in the work. On the basis of the Architect's observation as Architect, the Architect shall keep the Owner informed about the progress and quality of the Work, and shall, based on its professional opinion, give prompt notice to the Owner and the Construction Manager in writing of any major or material deviations from the Contract Documents in the work. The Architect shall provide services made necessary by major defect or deficiencies in the work which through reasonable care should have been discovered by the Architect and promptly reported to the Owner and Construction Manager but which the Architect failed to discover and/or report.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require 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. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Contractor, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2009, as amended, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect will provide the Owner with monthly written observation reports and construction update minutes as the Project progresses.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect 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 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. However, the issuance of a Certificate of Payment shall

constitute a representation to the Owner that to the best of the Architect's knowledge, information and belief, the Contractors are entitled to payment in the amount certified.

**§ 3.6.3.4** The Architect shall maintain a record of the applications and certificates for payment. Copies of Applications and Certificates for Payment shall be sent to the Owner with certification of each signed by the Architect and the Construction Manager.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon by the Architect, Owner and Construction Manager, or otherwise with reasonable promptness as to cause as little delay as possible in the Work or on the activities of the Owner or Contractors. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect shall review, approve and sign, or take other appropriate action, on Contractor Requests for Information, and Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect may authorize minor changes in the Work, with notice to the Owner, that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager, to the Contractor and Owner.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work, and produce said records upon request.

**§ 3.6.6 Project Completion**

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; review and issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection(s) indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.3.1 Upon substantial completion of the Project, the Architect and/or its appropriate subconsultants, shall participate in the startup and operation of systems and equipment to determine to the best of the Architect's knowledge and understanding that such Work has been completed in accordance with the requirements of the Contract Documents.

§ 3.6.6.4 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a walkthrough of the Project and a meeting with the Owner to review, to the best of the Architect's knowledge and understanding, that facility operations and performance remain in accordance with the requirements of the Contract Documents and to identify any required Warranty work. .

**ARTICLE 4 ADDITIONAL SERVICES**

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

*(Designate the Additional Services the Architect 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.)*

**Note: Second Columns of the table below indicates that the Architect is providing the service as a "Basic Service" (Basic) or as an "Additional Service" (Additional). Replace "Responsibility" with "Service".**

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Basic	Refer to Exhibit "A"
§ 4.1.2 Multiple preliminary designs	Basic/Additional	Refer to Exhibit "A"
§ 4.1.3 Verification of existing conditions/ measured drawings	Additional	Refer to Exhibit "A"
<i>(Row deleted)</i>		
§ 4.1.4 Existing facilities surveys	Basic/Additional	Refer to Exhibit "A"
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Basic/Additional	Refer to Exhibit "A"
§ 4.1.5.1 Agency evaluations	Additional	Refer to Exhibit "A"

§ 4.1.6 Building information modeling <i>(Row deleted)</i>	Additional	Refer to Exhibit "A"
§ 4.1.7 Civil engineering	Basic	Refer to Exhibit "A"
§ 4.1.8 Landscape design	Basic	Refer to Exhibit "A"
§ 4.1.9 Architectural Interior Design (B252™–2007)	Basic/Additional	Refer to Exhibit "A"
§ 4.1.10 Value Analysis (B204™–2007)	Additional	Refer to Exhibit "A"
§ 4.1.11 Detailed cost estimating	Additional	Refer to Exhibit "A"
§ 4.1.12 On-site project representation	Additional	Refer to Section 4.3.3 Below
§ 4.1.13 Conformed construction documents	Additional	Refer to Exhibit "A"
§ 4.1.14 As-designed record drawings	Additional	Refer to Exhibit "A"
§ 4.1.15 As-constructed record drawings	Basic/Additional	Refer to Exhibit "A"
§ 4.1.16 Post occupancy evaluation	Basic	Refer to Exhibit "A"
§ 4.1.17 Facility Support Services (B210™–2007)	Additional	Refer to Exhibit "A"
§ 4.1.18 Tenant-related services	Additional	Refer to Exhibit "A"
§ 4.1.19 Coordination of Owner's consultants	Additional	Refer to Exhibit "A"
§ 4.1.20 Technology design	Basic	Refer to Exhibit "A"
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	Additional	Refer to Exhibit "A"
§ 4.1.22 Commissioning (B211™–2007)	Additional	Refer to Exhibit "A"
§ 4.1.23 Extensive environmentally responsible design	Additional	Refer to Exhibit "A"
§ 4.1.24 LEED® Certification (B214™–2007)	Additional	Refer to Exhibit "A"
§ 4.1.25 Fast-track design services	Additional	Refer to Exhibit "A"
§ 4.1.26 Historic Preservation (B205™–2007)	Additional	Refer to Exhibit "A"
<i>(Row deleted)</i>		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	Additional	Refer to Exhibit "A"
§ 4.1.28 Additional consultants	Additional	Refer to Exhibit "A"
§ 4.1.29 Future projects	Additional	Refer to Exhibit "A"
§ 4.1.30 Contractor's default	Additional	Refer to Exhibit "A"
§ 4.1.31 Special surveys and studies	Additional	Refer to Exhibit "A"
§ 4.1.32 Owning and operating costs	Additional	Refer to Exhibit "A"
§ 4.1.33 Rebates	Additional	Refer to Exhibit "A"
§ 4.1.34 Energy Star	Additional	Refer to Exhibit "A"
§ 4.1.35 Wetlands	Additional	Refer to Exhibit "A"
§ 4.1.36 Other	Additional	Refer to Exhibit "A"

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

Refer to Exhibit "A" Attached To This Agreement

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. However, Architect shall notify Owner before incurring such costs.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

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- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations which occur after and could not have been known at the time the original Instruments of Service were prepared;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests for the Project;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect 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 Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing designs, documents, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating more than ten (10) formal Claims as the Initial Decision Maker;
- .5 Evaluating more than ten (10) substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom, unless such substitutions are required because of Architect's errors or omissions; or
- .6 To the extent the Architect'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.
- .7 Except that the Owner recognizes that preparing and implementing Change Orders will be fully compensated in accordance with the fee structure through the completion of the Project.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Per Section 3.6.2.1 of this Agreement. Average two to ten (2-10) hours per week by the Architect over the duration of the Project during construction, depending on the project as follows:

Construction Cost	On-Site Hours Per Week Averaged Monthly
-------------------	--

\$0 to \$50,000	2
\$50,001 to \$100,000	4
\$100,001 to \$500,000	6
\$500,001 to \$1,000,000	8
Over \$1,000,000	10

- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Sixty ( 60 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’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 a written program which shall set forth the Owner’s objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2009, Standard Form of Agreement Between Owner and Construction Manager, as amended. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall consult with the Architect and Construction Manager to assist them in periodically updating 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. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, may thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project’s scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work.

§ 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 and approve the Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 5.6 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 The Owner shall furnish services of geotechnical engineers when such services are requested by the Architect

to the extent necessary to allow Architect to perform its service under this Agreement. Such services, 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 with assistance from the Architect and Construction Manager shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect'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 Architect to furnish them as an Additional Service, when the Architect 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. The Architect, as authorized by the Owner, shall provide to the Owner for the Owner's approval, a list of tests, inspections or reports that are required or anticipated in the Contract Documents.

§ 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 Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. However, Owner shall have no obligation or responsibility to inspect Project, Contract Documents or Instruments of Service for defects or code discrepancies.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner, with the assistance of the Architect and Construction Manager, shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

## 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, 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 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service,

revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 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 Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget at no additional cost to the Owner, and the Owner shall cooperate with the 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 Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modifications of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

**Definition:** *Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.*

Nothing in this Article 7 grants ownership of the Instruments of Service to the Owner or the Owner's consultants. The Architect retains copyright license for the Instruments of Service for this Project and future projects.

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect 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.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering

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and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect 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.

*(Paragraphs deleted)*

§ 8.1.2 The Architect and Owner hereby incorporate and adopt herein the Waivers of Subrogation contained in Clause 11.3.7 of the General Conditions to the Contract for Construction A232/CMA-2009 edition, as modified for this Project.

### § 8.2 Mediation

§ 8.2.1 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation in accordance with the Minnesota Rules of General Practice 114. A request for mediation shall be made in writing, delivered to the other party to the Contract, 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.

*(Paragraph deleted)*

§ 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 Architect 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.)*

Init.

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in Dakota Count District Court
- Other: *(Specify)*

§8.2.5 The Owner and Architect shall include a similar mediation provision in all their agreements with contractors and consultants they retain for the Project, and shall require all contractors and consultants to also include a similar mediation provision in all agreements with their subcontractors and sub-consultants so retained for the project, thereby requiring mediation as a method for dispute resolution between the parties to those agreements.

**§ 8.3 Arbitration (DELETED IN ITS ENTIRETY)**

**§ 8.3.1**

**§ 8.3.1.1**

**§ 8.3.2**

**§ 8.3.3**

**§ 8.3.4 Consolidation or Joinder (DELETED IN ITS ENTIRETY)**

**§ 8.3.4.1**

**§ 8.3.4.2**

**§ 8.3.4.3**

**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement; provided, however, that such notice shall specify the nature of the other parties default and provided further that the other party has not cured or taken appropriate steps to cure the defaults within the notice period even though cure may not be effected with such seven day period.

§ 9.2 If the Project is suspended by the Owner for more than 90 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred as a result of the suspension and resumption of the Architect's services.

§ 9.3 If the Project is suspended or the Architect's services are suspended for more than 90 cumulative days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event the Project is permanently abandoned.

§ 9.5 Upon termination of the Agreement, the Architect shall perform no further services except as requested in writing by the Owner, with compensation as mutually agreed upon.

§ 9.6 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial non-performance by the Owner.

§ 9.7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

*(Paragraph deleted)*

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§9.9 The Owner and Architect's rights set forth in this Article 9 are in addition to and without prejudice to their other rights and remedies provided by law.

§9.9.1 The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following provisions of the Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination: Article 7, Article 8, Article 10, and Article 12.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Minnesota.

§ 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 current as of the date of this Agreement, and the Supplementary Conditions for the Project, provided, however, that these documents shall be modified to be consistent with this Agreement.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect 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 Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect 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 Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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.

§ 10.6.1 The Architect, acting in its professional capacity, shall not knowingly specify or approve for use in the Project any new material containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substance. If the Architect discovers that such substances have been used, the Architect shall promptly notify the Owner and Construction Manager in writing. If any asbestos-containing materials, polychlorinated biphenyl (PCB) or other toxic or hazardous substances are suspected or found in the course of the Project, the Owner shall provide services of an appropriately qualified expert or consultant to determine the proper course of action.

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

§ 10.8 If the Architect 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, or (4) comply with public records requests under Minnesota Data Practices Act, as applicable.

**ARTICLE 11 COMPENSATION**

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

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

**NEW CONSTRUCTION**

Compensation for Basic Services for new facilities shall be based on a percentage of the total construction cost, plus reimbursable expenses, as follows:

\$0 to \$20,000,000	6.75%
\$20,000,001 to \$40,000,000	6.50%
\$40,000,001 or more	6.00%

**ADDITIONS TO EXISTING BUILDINGS**

Compensation for Basic Services for additions to an existing building shall be based on a percentage of the total construction cost, plus reimbursable expenses, as follows:

\$0 to \$1,000,000	8.50%
\$1,000,001 to \$5,000,000	7.00%
\$5,000,001 or more	6.75%

**ALTERATIONS TO EXISTING BUILDINGS**

Compensation for Basic Services for alterations, remodeling, and deferred maintenance projects at an existing building shall be based on a percentage of the total construction cost, plus reimbursable expenses, as follows:

\$0 to \$250,000	10.00%
\$250,001 to \$1,000,000	8.50%
\$1,000,001 to \$5,000,000	8.00%
\$5,000,001 or more	7.75%

Standard Additional Services include, but are not limited to, the following:

**VERIFICATION OF EXISTING CONDITIONS**

Compensation for Additional Services for verification of existing conditions shall be on an hourly basis, as set forth in Exhibit B, plus reimbursable expenses.

**EXISTING DOCUMENT CONVERSION TO CAD**

If electronic documents of the existing buildings are not available from the Owner, compensation for Additional Services to convert drawings to CAD will be billed on an hourly basis, as set forth in Exhibit B, plus reimbursable expenses. The Architect shall not convert any existing drawings to CAD without the prior written consent of the Owner.

**ELECTRONIC CAD FILES:**

The Architect shall make available electronic CAD files in PDF format to the successful contractor and related subcontractors, and to the Owner's consultants, at a cost of \$100.00 per sheet. The cost for electronic documents will be charged to the recipient of such files, unless the Owner elects to incur these costs as an Additional Service to this Agreement.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Compensation To Be Hourly Unless Negotiated Otherwise  
Refer to Exhibit "B" Attached To This Agreement For Current Hourly Rates

§ 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 Architect as follows:

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

Compensation To Be Hourly Unless Negotiated Otherwise  
 Refer to Exhibit "B" Attached To This Agreement For Current Hourly Rates

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	One Hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

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

Refer to Exhibit "B" Attached To This Agreement For Current Hourly Rates

*(Table deleted)*

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, 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 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect'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 Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;

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- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one and five-one hundredths percent ( 1.05 %) of the expenses incurred.

**§ 11.9 Compensation for Use of Architect's Instruments of Service**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project, as follows:

10% of the Architect's Remaining Fee  
 The "Remaining Fee" shall be the amount remaining exclusive of all previously issued invoices and upcoming invoices for services provided prior to the termination date have been issued.

**§ 11.10 Payments to the Architect**

§ 11.10.1 An initial payment of zero (\$ 0.00 ) 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.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) 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 Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

Per Annum

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

§ 11.10.4 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:

**CONSULTANT PAYMENTS**

The Architect shall pay any consultant within ten days of the Architect's receipt of payment from the Owner.

THE SIGNATURE ON THIS DOCUMENT ACKNOWLEDGES THAT THE BURNSVILLE SCHOOL BOARD APPROVES THIS AGREEMENT AS OF \_\_\_\_\_ (DATE REQUIRED) AND A COPY OF THE SCHOOL BOARD MINUTES HAS BEEN ATTACHED FOR REFERENCE.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect 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 Architect.

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

- .1 AIA Document B132™–2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as amended
- .2

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*(Paragraphs deleted)*

Other documents:

*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

Exhibit "A" – Description of Additional Services

Exhibit "B" – Current Hourly Rates

Should there be a conflict between the various Agreements incorporated herein, the terms of this modified B132 Agreement shall control.

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
Burnsville Public Schools, ISD #191

*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
Mark G. Hayes, AIA, Partner  
Armstrong, Torseth, Skold & Rydeen, Inc.

*(Printed name and title)*

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## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Mark G. Hayes, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:02:43 on 03/25/2015 under Order No. 8568955905\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ – 2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

---

*(Dated)*

**Section 4.2****Description of Additional Services Designated in Section 4.1**

- 4.1.1 **Programming:** Providing analysis of the Owner's needs and programming the requirements of the Project will be considered a **Basic Service**.
- 4.1.2 **Multiple Preliminary Designs:** Providing services required to present:  
1) Up to five (5) design options for the Owner to select from will be considered a **Basic Service**;  
2) Over five (5) design options will be considered an **Additional Service**, as determined by Architect.
- 4.1.3 **Verification of Existing Conditions/Measured Drawings (CAD Conversion):** Providing services to verify existing conditions, to make measured drawings thereof (including converting the Owner's drawings to CAD) or to verify the accuracy of drawings or other information furnished by the Owner will be considered an **Additional Service**.
- 4.1.4 **Existing Facilities Surveys:** If not defined in Section 11.1 as a Basic Service, providing services to evaluate the materials, equipment, and finishes of the existing facilities will be considered an **Additional Service**.
- 4.1.5 **Site Evaluation and Planning:**  
1) Site Evaluation/Planning Services: **Basic Services** include providing planning services and site evaluation of the current site. Services shall include program analysis, site analysis and selection, site context, site development planning guidelines, parking and circulation analysis, cost estimating, planning and zoning analysis, and/or meetings and presentations.  
2) Site Selection Services: Providing planning surveys, site evaluations or comparative studies of multiple sites will be considered an **Additional Service**.
- 4.1.5.1 **Agency Evaluations:** During site development, initial introductory meetings for evaluation and approval of various independent agencies may be required.  
1) Up to three (3) meetings will be considered a **Basic Service**;  
2) Over three (3) meetings will be considered an **Additional Service**.
- 4.1.6 **Building Information Modeling:** Providing services in connection with 3-dimensional Building Information Modeling (BIM) beyond the printing of 2-dimensional documents from Revit® will be considered an **Additional Service**.
- 4.1.7 **Civil Engineering:** Providing civil engineering services will be considered a **Basic Service**, unless excluded in other paragraphs of this Agreement.
- 4.1.8 **Landscape Design:** Providing landscape design services will be considered a **Basic Service**.
- 4.1.9 **Architectural Interior Design:**  
1) Providing architectural interior design services on projects where the "prime focus" is on interior space planning, space build outs, and extensive interior design beyond that identified in Section 11.1 will be considered an **Additional Service**. If such services are requested, AIA Document B252 for *Architectural Interior Design* may be utilized.  
2) Providing architectural interior design services as part of a construction project identified in Article 11.1 will be considered as **Basic Services**.
- 4.1.10 **Value Analysis:** Providing services in conjunction with the Owner's Value Analysis Consultant to develop a Value Analysis Implementation Report to include Pre-Workshop Services, Workshop Services, and Post-Workshop Services will be considered an **Additional Service**. If such services are requested, AIA Document B204 for *Value Analysis for use where the Owner Employs a Value Analysis Consultant* may be utilized.
- 4.1.11 **Detailed Cost Estimating:** Providing detailed estimates of Construction Cost (which could include quantity take-offs, subcontractor involvement, quotes, etc.) will be considered an **Additional Service**.
- 4.1.12 **On-Site Project Representation:** Providing more extensive representation at the site during construction than described in Section 4.3.3 will be considered an **Additional Service**.

- 4.1.13 Conformed Construction Documents: Preparing a set of *Conformed Construction Documents*, which are the Construction Documents modified to incorporate any addenda (including drawings and specifications items) issued during the bidding or negotiation process, will be considered an **Additional Service**. 223

*Conformed Construction Documents are for the Contractor's convenience only. The Architect provides no warranties, express or implied, regarding the completeness of these documents. Suitability of the documents for construction must be verified by the Contractor. The Owner and the Contractor release, covenant not to sue and agree to defend, indemnify, and hold harmless the Architect from any and all fees, costs or expenses (including attorneys' fees), claims or causes of action, whether in tort, contract, warranty, or otherwise, and waives all claims for consequential and/or liquidated damages against the Architect, arising out of or resulting from the use of Conformed Construction Documents.*

- 4.1.14 As-Designed Record Drawings: Preparing a set of *As-Designed Record Drawings*, which are the record of what the Architect designed for the Project, and include the original Construction Documents, plus addenda, Architect's Supplemental Instructions, Change Orders, Construction Change Directives, Drawing revisions, and minor changes in the Work, will be considered an **Additional Service**.

*The Architect provides no warranties, express or implied, regarding the completeness of these documents. Suitability of the documents for construction must be verified by the Contractor. The Owner and the Contractor release, covenant not to sue and agree to defend, indemnify, and hold harmless the Architect from any and all fees, costs or expenses (including attorneys' fees), claims or causes of action, whether in tort, contract, warranty, or otherwise, and waives all claims for consequential and/or liquidated damages against the Architect, arising out of or resulting from the use of As-Designed Record Documents.*

- 4.1.15 As-Constructed Record Drawings:

- 1) Preparing a set of reproducible *As-Constructed Record Drawings* (commonly called *As-Built Record Drawings*) showing significant changes in the Work made during construction based on marked-up prints, drawings, and other data furnished by the Contractor to the Architect will be considered an **Additional Service**.
- 2) Under the contract for construction, the Contractor is required to provide the Owner with a set of marked-up *As-Constructed Record Drawings*. These documents will be considered a **Basic Service**.

*The Architect is not responsible for the accuracy or completeness of these Contractor-provided documents.*

- 4.1.16 Post Occupancy Evaluation: Conducting a one year post occupancy evaluation of the Project will be considered a **Basic Service**.

- 4.1.17 Facility Support Services: Preparing a Facility Support Services Report utilizing a Facility Condition Index (FCI) or other standard format, which evaluates such support services as inventory building assets, mechanical and electrical systems, data and communication systems, energy operating costs, labor operating costs, vendor contracts evaluations, computer software evaluations, building automation system evaluations, work order systems evaluations, etc. will be considered an **Additional Service**. If such services are requested, AIA Document B210 for *Facility Support* may be utilized.

- 4.1.18 Tenant-Related Services: Providing services for planning tenant or rental spaces will be considered an **Additional Service**.

- 4.1.19 Coordination of Owner's Consultants: Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner. Providing services in connection with the work of separate consultants retained by the Owner. Coordination services will be considered an **Additional Service**.

- 4.1.20 Technology Design: Providing technology design to include video, voice, and data communications; building and local sound systems; and access control, intrusion detection, and surveillance security will be considered a **Basic Service**, with compensation as outlined in Article 11.1. Services beyond those indicated will be considered an **Additional Service**.

- 4.1.21 Security Evaluation and Planning: Providing services necessary to prepare a Security Evaluation and Planning Report, including but not limited to a Security Assessment, Facility Survey, Facility Analysis, Risk Assessment, and Security Design Options, will be considered an **Additional Service**. If such services are requested, AIA Document B206 for *Security Evaluation and Planning* may be utilized.

- 4.1.22 Commissioning: Minnesota Statute 123B.72 - School Facility Commissioning requires that projects with a total construction cost exceeding \$500,000 be commissioned. Providing commissioning services will be considered an **Additional Service**. Further information and associated fees will be based on the level of service requested, and a Commissioning Services Agreement will be utilized. 224
- 4.1.23 Extensive Environmentally Responsible Design: Providing extensive environmentally responsible design to include Life Cycle Cost Analysis and overall design of alternative energy components and systems will be considered an **Additional Service**.
- 4.1.24 LEED Certification: Providing services in connection with LEED certification will be considered an **Additional Service**, unless stated otherwise in this Agreement. If such services are requested, AIA Document B214 for *LEED Certification* may be utilized.
- 4.1.25 Fast-Track Design Services: Providing fast track design services, similar to a Design-Build Delivery System, where design services are running concurrently with construction will be considered an **Additional Service**.
- 4.1.26 Historic Preservation: Providing services in connection with historic preservation will be considered an **Additional Service**. If such services are requested, AIA Document B205 for *Historic Preservation* may be utilized.
- 4.1.27 Furniture, Furnishings, and Equipment Design: Providing Furniture, Furnishings, and Equipment (FF&E) design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings, and related equipment will be considered an **Additional Service**. If FF&E services are requested, AIA Document B253 for *Furniture, Furnishings and Equipment Design* may be utilized.
- 4.1.28 Additional Consultants: Providing services of consultants for other than architectural, civil, structural, landscape, mechanical and electrical engineering, and technology portions of the Project which are provided as a part of **Basic Services** will be considered an **Additional Service**.
- 4.1.29 Future Projects: Providing services relative to future facilities, systems, and equipment other than those described in the Project will be considered an **Additional Service**.
- 4.1.30 Contractor's Default: Providing services made necessary by the default of the Contractor or by major defects or deficiencies in the Work of the Contractor will be considered an **Additional Service**.
- 4.1.32 Special Surveys and Studies: Providing financial feasibility or other special studies; special surveys, studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the Project; and/or detailed quantity surveys or inventories of material, equipment, and labor will be considered an **Additional Service**.
- 4.1.33 Owning and Operating Costs: Providing analyses of owning and operating costs will be considered an **Additional Service**.
- 4.1.34 Rebates: Assisting the Owner in preparing documentation and processing applications for energy rebates shall be considered an **Additional Service**, unless stated otherwise in this Agreement.
- 4.1.35 Energy Star: Assisting the Owner in preparing documentation and processing applications for Energy Star Certification from the United States Department of Energy will be considered an **Additional Service**.
- 4.1.36 Wetlands: Assisting the Owner with obtaining approvals and/or variances from government authorities and agencies (including the DNR, Corps of Engineers, Watershed District, Conservation Authority, etc.) regarding compliance with regulations, codes, and design requirements concerning the presence of, modifications to, or construction impact on existing site wetlands will be considered an **Additional Service**.
- 4.1.37 Other: Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice will be considered an **Additional Service**.

**ARTICLE 11**  
**COMPENSATION FOR ADDITIONAL SERVICES**  
**(January 1, 2015)**

<b>PRINCIPAL:</b>	<b>\$220.00</b>
<b>DEPARTMENT DIRECTOR:</b>	
<b>GRADE 1</b>	<b>\$196.00</b>
<b>GRADE 2</b>	<b>\$204.00</b>
<b>SENIOR ADVISOR:</b>	
<b>GRADE 1</b>	<b>\$196.00</b>
<b>GRADE 2</b>	<b>\$204.00</b>
<b>ARCHITECT/ENGINEER/PROFESSIONAL:</b>	
<b>GRADE 1</b>	<b>\$118.00 - \$134.00</b>
<b>GRADE 2</b>	<b>\$148.00 - \$160.00</b>
<b>TECHNICIAN/DESIGNER:</b>	
<b>GRADE 1</b>	<b>\$72.00 - \$108.00</b>
<b>GRADE 2</b>	<b>\$112.00 - \$126.00</b>
<b>GRADE 3</b>	<b>\$130.00 - \$164.00</b>
<b>SPECIFICATIONS:</b>	<b>\$112.00 - \$158.00</b>
<b>FIELD REPRESENTATIVE:</b>	<b>\$140.00 - \$156.00</b>
<b>ADMINISTRATIVE:</b>	<b>\$72.00 - \$156.00</b>

**Rates are Subject to Adjustment**



**Agenda III.I  
April 9, 2015**

**To:** Board of Education  
**From:** Dr. Joe Gothard, Superintendent  
**Date:** April 2, 2015  
**Re:** Board Policies 509, 201, 202, 203, 203.1, 203.2, 203.5, 203.6

**RECOMMENDATION:** That the Board of Education approves, on a first reading basis, Board Policies 509: *Enrollment of Nonresident Students*, 201: *Legal Status of the School Board*, 202: *School Board Officers*, 203: *Operations of the School Board*, 203.1: *School Board Procedures: Rules of Order*, 203.2: *Order of the Regular School Board Meeting*, 203.5: *School Board Meeting Agenda*, and 203.6: *Consent Agenda*.

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

Board Policies 509, 201, 202, 203, 203.1, 203.2, 203.5 and 203.6 with revisions are attached for your review.

Attachments

/jmk

Adopted: \_\_\_\_\_  
 Reviewed: \_\_\_\_\_  
 Revised: \_\_\_\_\_  
 Rescinds: \_\_\_\_\_

*Burnsville-Eagan-Savage School District Policy 509*

**509 ENROLLMENT OF NONRESIDENT STUDENTS**

**I. PURPOSE**

The school district desires to participate in the Enrollment Options Program established by Minn. Stat. § 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

**II. GENERAL STATEMENT OF POLICY**

A. Eligibility. Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, class, grade level, or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and
2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minn. Stat. § 124D.03.
3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. Standards that may be used for rejection of application. In addition to the provisions of Paragraph II.A., the school district may refuse to allow a pupil who is expelled under Minn. Stat. § 121A.45 to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
2. possessing or using an illegal drug at school or a school function;

3. selling or soliciting the sale of a controlled substance while at school or a school function; or
  4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.
- C. Standards that may not be used for rejection of application. The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:
1. previous academic achievement of a student;
  2. athletic or extracurricular ability of a student;
  3. disabling conditions of a student;
  4. a student's proficiency in the English language;
  5. the student's district of residence; or
  6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section E. of this policy.
- D. Application. The student and parent or guardian must complete and submit a School District Enrollment Options Program application developed by the Minnesota Department of Education (that enrollment form follows this policy).
- E. Exclusion
1. Administrator's initial determination. If a school district administrator or the administrator designee knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator or the administrator designee will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.
  2. Superintendent's review. The superintendent or the superintendent's designee may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent or the superintendent's designee determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as

warranted on a case-by-case basis.

F. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minn. Stat. § 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minn. Ch. 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 16 years of age who is absent from attendance at school without lawful excuse for seven school days if the child is in elementary school or for one or more class periods on seven school days if the child is in middle school, junior high school, or high school, or a child who is 16 or 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days and who has not lawfully withdrawn from school under Minn. Stat. § 120A.22, Subd. 8.
2. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minn. Stat. § 120A.22, Subd. 8.
3. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

- G. Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

**Legal References:** Minn. Stat. § 120A.22, Subd. 3(e) (Residency Determined)  
 Minn. Stat. § 120A.22, Subd. 8 (Withdrawal from School)  
 Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)  
 Minn. Stat. § 124D.03 (Enrollment Options Program)  
 Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident

District)

Minn. Stat. § 124D.68 (High School Graduation Incentives Program)

Minn. Ch. 260A (Truancy)

Minn. Stat. § 260C.007, Subd. 19 (Habitual Truant Defined)

Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)

*Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ.*, Co. No. A05-361, 2005

WL 3111963 (Minn. Ct. App. 2005) (unpublished)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)  
Burnsville-Eagan-Savage School District Policy 517 (Student Recruiting)  
MSBA Service Manual, Chapter 5, Various Educational Programs



Statewide Enrollment Options Form
Required form for all Minnesota school districts

Section 1: To be completed by the student's parent/guardian

PARENTS: email, mail or fax this form to the superintendent's office of the non-resident district where you would like your student to attend school. Do not mail to the Minnesota Department of Education (MDE). See separate instructions for important January 15 deadline information that may apply.

Parent/Legal Guardian Information

Last Name: First Name MI:

Phone: Home: ( ) Work:( ) Cell:( )

Street Address: City: State: ZIP:

Resident District:

District #: City:

District of Choice (Non-Resident School District):

District #: City:

District of Choice Fax Number:( )

Student Information

Student Name: Last: First: MI:

Current Grade Level: Grade Level Desired: Desired Date of Enrollment:

Is this student currently expelled under Minnesota Statutes, section 121A.45 for a reason listed in Minnesota Statutes, section 124D.03, Subdivision 1? Yes No

Will the student be at least age 5 and under age 21 by September 1 of enrollment year? Yes No

When a spot is offered, districts will then request birthdate, records and other required registration information. If you answered NO to the statement regarding age 5, the student is not eligible for open enrollment unless the student fully meets the requirements for an exception to the age requirements listed in the Enrollment Options Instructions document.

Yes, this student qualifies under the terms of the exceptions described on page 3 of this form.

Does the student have a sibling open enrolled in this district? Yes No

Please rank the schools in the non-resident district in order of preference:

- 1.
2.
3.

I hereby verify that the above information is true and correct to the best of my knowledge and belief.

Signature of Parent/Legal Guardian: Date:

**Section 2: To be completed by the non-resident district**

**Non-resident district:** Notify parents/guardians by **February 15** (or no more than 90 days after receiving applications that come later through an Achievement and Integration School Choice Program) of approval or disapproval of application. Families must accept or decline the offer by **March 1 or 45 days later**. After receiving the commitment to attend, the non-resident district must notify the resident district by **March 15** (or 30 days after initial receipt if form filed after January 15) of the student’s intent to enroll. Report all rejected applications to the Minnesota Department of Education by July 15.

Date Application Received: \_\_\_\_\_

District Name: \_\_\_\_\_ District Number: \_\_\_\_\_

District Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Sibling Preference Applies

District of residence preference due to MDE approved Achievement and Integration School Choice Program.

**APPROVED**

On the basis of information provided in the above application, and with respect to district policies and procedures, the above student will be assigned to:

School Building Name: \_\_\_\_\_

Starting Date: \_\_\_\_\_

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

**NOT APPROVED**

The non-resident district has denied the request for open enrollment because of the following reason(s) allowed in Minnesota Statutes, section 124D.03. **Check all that apply.**

The January 15 deadline applies and was not met; situations that would have waived the deadline are not present. See Statewide Enrollment Options Instructions or Minnesota Statutes, section 124D.03, Subdivision 3.

Statutory enrollment cap has been reached. (Minn. Stat. § 124D.03, Subd.2)

Grade is closed district-wide by board action. (Minn. Stat. § 124D.03, Subd. 2 and Subd.6)

District has denied the application because of specific expulsion reasons allowed in law. (Minn. Stat. § 124D.03, Subd.1)

**NON-RESIDENT DISTRICT SIGNATURE**

Superintendent/Responsible Authority: \_\_\_\_\_ Date: \_\_\_\_\_

***DISTRICTS MAY NOT MODIFY THIS FORM, ADD DATA FIELDS OR CREATE ALTERNATIVE FORMATS.***

***PARENTS/LEGAL GUARDIANS MUST PHYSICALLY SIGN THE FORM.***

## Statewide Enrollment Options Instructions

**GENERAL INFORMATION AND INSTRUCTIONS:** Kindergarten through twelfth grade students and pre-kindergarten children with disabilities may apply to attend a public school outside of their resident district (Minn. Stat. § 124D.03). Use one application per student per requested district. Complete and sign Section 1 of the Statewide Enrollment Options Form and send to the non-resident district's superintendent's office. **Please do not send the form to MDE.**

### Age requirements:

**Open enrollment is only available to students who will be age 5 by September 1 and under age 21, without a high school diploma, unless:**

- The student is under age 5 and has been identified through a formal assessment process in the resident district as needing an individual education plan for early childhood special education. In these situations, the family should list "EC" as their requested grade level.
- **OR**, the student has met all requirements of the nonresident district for consideration for early entrance to kindergarten such as a September or October birth date, assessment testing and a trial period of enrollment **and** the nonresident district has agreed to consider an open enrollment for the child for early entrance to kindergarten. Do not submit this form in this situation without first working with the nonresident district to determine eligibility.

### Deadlines and exceptions to deadlines:

**Applications must be sent to the nonresident district by January 15 in order to enroll beginning the following school year unless:**

- One or both districts has a Minnesota Department of Education Achievement and Integration Plan, in which case there is no deadline and enrollment may begin at any time after notification of acceptance. (Minn. Stat. § 124D.03, Subd. 4)
- **OR**, the student moved into the resident district on or later than December 1. (Minn. Stat. § 124D.03, Subd. 7).
- **OR**, other unusual situations apply under Minnesota Statutes, section 124D.03, Subdivision 7.

Acceptance or denial of open enrollment cannot be based on previous academic achievement, athletic or other extracurricular ability, disabling conditions, proficiency in the English language, previous disciplinary proceedings or the student's district of residence unless the resident district and nonresident district are working together in an MDE approved Achievement and Integration School Choice Program. (Minn. Stat. § 124D.03, Subd. 6.)

Families may indicate preferences for school sites or programs within the district; if unavailable, districts will offer families options in the family's stated order of preference at other sites unless the grade level or open enrollment has been closed by board action. Families may apply in more than one district. Use one form per child per district.

Do not disclose special needs of students on the *Statewide Enrollment Options Form*; this information is provided after an enrollment spot is offered.

**Currently expelled students:** Nonresident districts may, but are not required to, reject applications from students currently expelled as defined in Minnesota Statutes, section 121A.45 and Minnesota Statutes, section 124D.03 Subdivision 1.

**Notice as to acceptance of application:** You can expect to receive an approval/disapproval from the nonresident district by **February 15 or when applying through the waived deadlines for Achievement and Integration districts 90 days** after applying for the current or upcoming school year. (Do not apply for statewide enrollment options further in advance than for the upcoming school year.) School districts who have more applications than they can accommodate hold lotteries to determine which students will receive spots. Siblings of currently open-enrolled students receive preference. Districts may also give lottery preference in some Achievement and Integration Program situations. Statewide Enrollment Options Lottery procedures must be approved by local school board and posted on the school district website.

**If the nonresident district notifies you that your application has been accepted:**

Notify the nonresident district as to whether you are accepting the offer of enrollment by **March 1** or, if you applied under a no deadline situation, 45 days after notification. The nonresident district must notify the resident district that your student is changing enrollment by March 15 (or 30 days after notice from you that you are accepting the enrollment if January 15 application deadline was not applicable). Visit the district offices at least 10 days prior to the above starting date for completion of all enrollment forms.

Parents or guardians of students with special needs are encouraged to contact the district as soon as possible after accepting an offer of enrollment in a nonresident district so an IEP team can be convened.

The school district will provide you with information regarding transportation if you request it from a bus stop in that district. (Minn. Stat. § 123B.88, Subd. 6; Minn. Stat. § 124D.03, Subd. 8.)

By accepting this enrollment, your student is obligated to attend the nonresident district during the upcoming school year. You do not need to reapply in subsequent years for your student to remain enrolled unless you move out of your current district. If you move into another Minnesota non-resident school district, you will not lose your seat but do need to submit an updated Enrollment Options Form. Note: you **do need** to apply again for siblings but the siblings must be given a preference if open enrollments requests exceed available seats.

To return to your resident district for the following school year, notify your resident district that you are returning by January 15 for the following fall.

**If your application was denied, districts:**

- Must indicate the provision in state law that applied.
- Must report to the Minnesota Department of Education by July 15 all denied applications.
- May inform you that the only reason the application was rejected was a missed January 15 deadline. In this case, you could ask your resident district whether it would be willing to form a nonresident agreement with the nonresident district for the upcoming year--both districts must agree. However, you will need to apply again next year through the regular open enrollment process, meeting the January 15 deadline, so your student's enrollment is not subject to year-to-year mutual agreements between districts. (Minn. Stat. § 124D.03, Subd.6)

*Adopted:* \_\_\_\_\_

*Burnsville-Eagan-Savage School District Policy 201*

*Reviewed:* \_\_\_\_\_

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

*Rescinds:* \_\_\_\_\_

## **201 LEGAL STATUS OF THE SCHOOL BOARD**

### **I. PURPOSE**

The care, management, and control of the schools is vested by statutory and constitutional authority in the school board. The school board shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties, and powers of the school board in carrying out its mission.

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

- A. The school board is the governing body of the school district. As such, the school board has responsibility for the care, management, and control over public schools in the school district.
- B. Generally, elected members of the school board have binding authority only when acting as a school board legally in session, except where specific authority is provided to school board members or officers individually. Generally, the school board is not bound by an action or statement on the part of an individual school board member unless the action is specifically directed or authorized by the school board.

### **III. DEFINITION**

“School board” means the governing body of the school district.

### **IV. ORGANIZATION AND MEMBERSHIP**

- A. The membership of the school board consists of seven elected directors. The term of office is four years.
- B. There may be other ex officio members of the school board as provided by law. The superintendent is an ex officio member.
- C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

### **V. POWERS AND DUTIES**

- A. The school board has powers and duties specified by statute. The school board's authority includes implied powers in addition to specific powers granted by the legislature.
- B. The school board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.
- C. The school board shall superintend and manage the schools of the school district; adopt rules for their organization, government, and instruction; prescribe textbooks and courses of study; and make and authorize contracts.
- D. The school board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.
- E. The school board, among other duties, shall perform the following in accordance with applicable law:
  - 1. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;
  - 2. conduct the business of the schools and pay indebtedness and proper expenses;
  - 3. employ and contract with necessary qualified teachers and discharge the same for cause;
  - 4. provide services to promote the health of its pupils;
  - 5. provide school buildings and erect needed buildings;
  - 6. purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;
  - 7. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;
  - 8. employ and discharge necessary employees and contract for other services;
  - 9. provide for transportation of pupils to and from school, as governed by statute; and
  - 10. procure insurance against liability of the school district, its officers, and employees.
- F. The school board, at its discretion, may perform the following:

1. provide library facilities, public evening schools, adult and continuing education programs, summer school programs, and intersession classes of flexible school year programs;
2. furnish school lunches for pupils and teachers on such terms as the school board determines;
3. enter into agreements with one or more other independent school districts to provide for agreed upon educational services;
4. lease rooms or buildings for school purposes;
5. authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;
6. authorize cocurricular and extracurricular activities;
7. receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose; and
8. perform other acts as the school board shall deem to be reasonably necessary or required for the governance of the schools.

***Legal References:*** Minn. Stat. § 123A.22 (Cooperative Centers)  
Minn. Stat. § 123B.02 (General Powers)  
Minn. Stat. § 123B.09 (School Board Powers)  
Minn. Stat. § 123B.14 (School District Officers)  
Minn. Stat. § 123B.23 (Liability Insurance)  
Minn. Stat. § 123B.49 (Cocurricular and Extracurricular Activities; Insurance)  
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Access for Noncurricular Purposes)  
Minn. Stat. § 123B.85 (Definition)  
*Jensen v. Indep. Consol. Sch. Dist. No. 85*, 160 Minn. 233, 199 N.W. 911 (1924)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 101 (Legal Status of the School District)  
Burnsville-Eagan-Savage School District Policy 202 (School Board Officers)  
Burnsville-Eagan-Savage School District Policy 203 (Operation of the School Board -Governing Rules)  
Burnsville-Eagan-Savage School District Policy 205 (Open Meetings and Closed Meetings)  
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

*Adopted: 08/2008*  
*Reviewed: 5/2010*  
*Revised: 12/2012*  
*Rescinds: BCB*

*Burnsville-Eagan-Savage School District Policy 202*

## 202 SCHOOL BOARD OFFICERS

### I. PURPOSE

School board officers are charged with the duty of carrying out the responsibilities entrusted to them for the care, management, and control of the public schools of the school district. The purpose of this policy is to delineate those responsibilities.

### II. GENERAL STATEMENT OF POLICY

- A. The school board shall meet annually and organize by selecting a chair, a vice-chair, a clerk, and a treasurer. ~~-, a vice chair~~
- B. The school board shall appoint a superintendent who shall be an ex officio, nonvoting member of the school board.

### III. ORGANIZATION

The school board shall meet annually on the second Thursday in January, or as soon thereafter as practicable, and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the school board. These officers shall hold office for one year and until their successors are elected and qualify.

- A. The persons who perform the duties of clerk and treasurer need not be members of the school board.
- B. The school board by resolution may combine the duties of the offices of clerk and treasurer in a single person in the office of business affairs.
- C. If a regularly scheduled board meeting is postponed due to bad weather, the meeting will be held at the discretion of the board chair and properly noticed.**
- D. The school board will select the school district's legal counsel at the organizational meeting. The individuals authorized to contact legal counsel are the school board chair, the superintendent and his or her designees.**

### IV. OFFICER'S RESPONSIBILITIES

- A. Chair

1. The chair when present shall preside at all meetings of the school board, preserve order, ensure all business before the school board is conducted with propriety and dispatch, countersign all orders upon the treasurer for claims allowed by the school board, represent the school district in all actions, and perform all duties a chair usually performs.
2. In case of absence, inability, or refusal of the clerk to draw orders for the payment of money authorized by a vote of the majority of the school board to be paid, the chair may draw the orders, or the office of the clerk may be declared vacant by the chair and treasurer and filled by appointment.
3. The chair will provide leadership in carrying out the powers and duties of the school board and act as spokesperson for the school board unless this responsibility has been delegated to others.
4. The chair will oversee all school board members' appointments to committees and outside organizations and bring such appointments to the school board for approval.
5. Other duties may be prescribed to the chair by law or school board action.

B. Vice-Chair

The vice-chair shall perform the duties of the chair in the event the chair is temporarily absent, assist the chair in the performance of his/her responsibilities, and plan and coordinate the school board's annual evaluation of the superintendent.C.

Treasurer

1. The treasurer shall deposit the funds of the school district in the official depository.
2. The treasurer shall make all reports which may be called for by the school board and perform all duties a treasurer usually performs.
3. In the event there are insufficient funds on hand to pay valid orders presented to the treasurer, the treasurer shall receive, endorse, and process the orders in accordance with Minn. Stat. § 123B.12.

D. Clerk

1. The clerk shall keep a record of all meetings in the books provided.
2. Within three days after an election, the clerk shall notify all persons elected of their election.
3. On or before **September** 15 of each year, the clerk shall:

- a. file with the school board a report of the revenues, expenditures, and balances in each fund for the preceding fiscal year.
  - b. make and transmit to the commissioner certified reports, showing:
    - (1) revenues and expenditures in detail, and such other financial information required by law, rule, or as may be called for by the commissioner;
    - (2) length of school term and enrollment and attendance by grades;
    - (3) the condition and value of school district property; and
    - (4) other items of information as called for by the commissioner.
4. The clerk shall enter into the clerk's record book copies of all reports and of the teachers' term reports, and of the proceedings of any meeting, and keep an itemized account of all expenses of the school district.
  5. The clerk shall furnish to the county auditor, on or before September 30 of each year, an attested copy of the clerk's record, showing the amount of proposed property tax voted by the school district or the school board for school purposes.
  6. The clerk shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the school board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
  7. The clerk shall perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.
  8. The clerk shall perform the duties of the chair in the event of the chair's and the vice-chair's temporary absences.

E. Superintendent

1. The superintendent shall be an ex officio, nonvoting member of the school board.
2. The superintendent shall perform the following:
  - a. visit and supervise the schools in the school district, report and make recommendations about their condition when advisable or on request by the school board;

- b. recommend to the school board employment and dismissal of teachers;
- c. annually evaluate each school principal assigned responsibility for supervising a school building within the district;
- d. superintend school grading practices and examinations for promotions;
- e. make reports required by the commissioner; and
- f. perform other duties prescribed by the school board.

## V. CONTACTS

The Office of the Superintendent may be contacted relative to this policy at (952) 707-2005.

***Legal References:*** Minn. Stat. § 123B.12 (Finance)  
 Minn. Stat. § 123B.14 (Officers)  
 Minn. Stat. § 123B.143 (Superintendent)  
 Minn. Stat. § 126C.17 (Referendum Revenue)  
 Minn. Stat. Ch. 205A (School District Elections)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 101 (Legal Status of the School District)  
 Burnsville-Eagan-Savage School District Policy 201 (Legal Status of the School Board)  
 Burnsville-Eagan-Savage School District Policy 203 (Operation of the School Board – Governing Rules)  
 MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

**Adopted:** 7/1985

**Burnsville-Eagan-Savage School District Policy 203**

**Reviewed:** \_\_\_\_\_

**Revised:** 2/2012

**Rescinds:** BDDE

## **203 OPERATION OF THE SCHOOL BOARD – GOVERNING RULES**

### **I. PURPOSE**

The purpose of this policy is to provide governing rules for the conduct of meetings of the school board.

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

An orderly school board meeting allows school board members to participate in discussion and decision of school district issues. Rules of order allow school board members the opportunity to review school-related topics, discuss school business items, and bring matters to conclusion in a timely and consistent manner.

### **III. RULES OF ORDER**

Rules of order for school board meetings shall be as follows:

- A. Minnesota statutes where specified;
- B. Specific rules of order as provided by the school board consistent with Minnesota statutes; and
- C. *Robert's Rules of Order, Revised* (eleventh edition) where not inconsistent with A. and B., above.

### **IV. CONTACTS**

**The Office of the Superintendent may be contacted relative to this policy at (952) 707-2005.**

**Legal References:** Minn. Stat. Ch. 13D (Open Meeting Law)  
Minn. Stat. § 123B.09, Subds. 6, 7, and 10 (School Board Matters)  
Minn. Stat. § 123B.14 (Officers)

**Cross References:**

Adopted: \_\_\_\_\_  
 Reviewed: \_\_\_\_\_  
 Revised: \_\_\_\_\_  
 Rescinds: \_\_\_\_\_

*Burnsville-Eagan-Savage School District Policy 203.1*

## **203.1 SCHOOL BOARD PROCEDURES; RULES OF ORDER**

### **I. PURPOSE**

The purpose of this policy is to provide specific rules of order to conduct meetings of the school board.

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

To ensure that school board meetings are conducted in an orderly fashion, the school board will follow rules of order which will allow the school board:

- A. To establish guidelines by which the business of the school board can be conducted in a regular and internally consistent manner;
- B. To organize the meetings so all necessary matters can be brought to the school board and decisions of the school board can be made in an orderly and reasonable manner;
- C. To insure that members of the school board have the necessary information to make decisions on substantive issues and to insure adequate discussion of decisions to be made; and
- D. To insure that meetings and actions of the school board are conducted so as to be informative to the staff and the public, and to produce a clear record of actions taken and decisions made.

### **III. RULES OF ORDER**

- A. School board members need not rise to gain the recognition of the chair.
- B. A motion will be adopted or carried if it receives the affirmative votes of a majority of those actually voting on the matter. Abstentions are considered to be acquiescence to the vote of the majority. Some motions by statute or Robert's Rules of Order require larger numbers of affirmative votes.
- C. All motions that require a second shall receive a second prior to opening the issue for discussion of the school board. If a motion that requires a second does not receive a second, the chair may declare that the motion fails for lack of a second or may provide the second. The names of the members making and seconding a motion shall be recorded in the minutes.

- D. The chair shall decide the order in which school board members will be recognized to address an issue. An attempt should be made to alternate between pro and con positions if appropriate to the discussion. A member shall only speak to an issue after the member is recognized by the chair.
- E. The chair shall rule on all questions relating to motions and points of order brought before the school board.
- F. A ruling by the chair is subject to appeal to the full school board pursuant to Robert's Rules of Order.
- G. The school board shall have authority to recognize any member of the audience regarding a request to be heard at the school board meeting. Members of the public who wish to be heard shall follow school board procedures.
- H. The chair has the authority to declare a recess at any time for the purpose of restoring decorum to the meeting or for any other necessary purpose.
- I. The chair shall repeat a motion or the substance of a motion prior to the vote. The chair shall call for an affirmative and a negative vote on all motions.
- J. The order in which names will be called for roll call votes will be determined by the school board.
- K. The chair has the same right and responsibility as each school board member to vote on all issues.
- L. The chair shall announce the result of each vote. The vote of each member, including abstentions, shall be recorded in the minutes. If the vote is unanimous, it may be reflected as unanimous in the minutes if the minutes also reflect the members present.
- M. A majority of the voting members of the school board constitute a quorum. The absence of a quorum may be raised by the chair or any member. Generally any action taken in the absence of a quorum is null and void. The only legal actions the school board may take in the absence of a quorum are to fix the time at which to adjourn, to adjourn, to recess, or to take measures to obtain a quorum.

***Legal References:*** Minn. Stat. § 13D.01, Subd. 4 (Open Meeting Law)  
 Minn. Stat. § 122A.40 (Employment Contracts, Termination)  
 Minn. Stat. § 123B.09, Subds. 6 and 7 (School Board Powers)  
 Minn. Stat. § 126C.53 (Enabling Resolution; Form of Certificates of Indebtedness)  
 Minn. Stat. § 331A.01, Subd. 6 (Newspapers; Definitions)

Minn. Stat. § 331A.04, Subd. 6 (Newspapers; Exception to Designation Priority)

Minn. Stat. § 471.88 (Exceptions)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 203 (Operation of the School Board – Governing Rules)  
Burnsville-Eagan-Savage School District Policy 204 (School Board Meeting Minutes)  
Burnsville-Eagan-Savage School District Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)  
Burnsville-Eagan-Savage School District Policy 207 (Public Hearings)

**BURNSVILLE-EAGAN-SAVAGE SCHOOL DISTRICT**

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**Policy 203.1 Governing Rules – Rules of Order**

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**I. PURPOSE**

The purpose of this policy is to provide rules for the conduct of meetings of the Board.

**II. SCOPE**

This policy applies to elected members of the Board of Education serving in their official capacity.

**III. DEFINITIONS**

None

**IV. POLICY STATEMENT**

To ensure board meetings are conducted in an orderly fashion, and to allow Board members to participate in discussions and decisions of school district issues, the following rules of order shall apply:

- A. Minnesota statutes where specified:
- B. Specific rules of order as provided by the school board consistent with Minnesota statutes; and
- C. Robert's Rules of Order, Revised (latest edition) where not inconsistent with A. and B., above.

In all matters, a majority of the voting members of the Board constitute a quorum. The only actions the Board may take in the absence of a quorum are to fix the time at which to adjourn, to adjourn, to recess or to take measures to obtain a quorum.

**V. RESPONSIBILITIES**

*Chair:*

- Will decide the order in which board members are recognized to address an issue.
- Shall rule on all questions relating to motions and points of order brought before the Board.
- May declare a recess at any time for the purpose or restoring decorum to a meeting or for any other necessary purposes.
- Announce the results of each vote.

*Board Members:* Adhere to the rules of order as a framework for engaging in discussions and making decisions.

**VI. EXCLUSIONS**

None

**VII. CONTACTS**

Offices that can be contacted regarding the policy.

Office/Department

Superintendent

Telephone Number

(952) 707-2001

**History:**

Issued: 7/85 as Policy BDDE; Revised 5/10, Revised 12/12 as Policy 203.1

**Approved by:**

Board of Education

**Clerk's Signature:**

/s/ Jim Schmid

**Date:**

December 2012

**VIII. LEGAL REFERENCES**

- Minn. Stat. § 13D.01, Subd. 4 (Open Meeting Law)
- Minn. Stat. § 122A.40 (Employment Contracts, Termination)
- Minn. Stat. § 123B.14 (Officers)
- Minn. Stat. § 123B.09, Subds. 6 and 7 (School Board Powers)
- Minn. Stat. § 126C.53 (Enabling Resolution; Form of Certificates of Indebtedness)
- Minn. Stat. § 331A.01, Subd. 6 (Newspapers; Definitions)
- Minn. Stat. § 331A.04, Subd. 6 (Newspapers; Exception to Designation Priority)
- Minn. Stat. § 471.88 (Exceptions)

Adopted: \_\_\_\_\_  
 Reviewed: \_\_\_\_\_  
 Revised: \_\_\_\_\_  
 Rescinds: \_\_\_\_\_

*Burnsville-Eagan-Savage School District Policy 203.2*

**203.2 ORDER OF THE REGULAR SCHOOL BOARD MEETING**

**I. PURPOSE**

The purpose of this policy is to ensure consistency in the order of business at regular school board meetings.

**II. GENERAL STATEMENT OF POLICY**

It is the policy of the school board to consider matters that come before it in a consistent and orderly manner.

**III. ORDER**

A. The school board shall conduct an orderly school board meeting. The school board will, at all regular school board meetings, follow an agenda order similar to:

1. Call to order.
2. Welcome.
3. Pledge of Allegiance.
4. Public recognition.
5. Approval of agenda.
6. Consent agenda.
7. Approval of prior meeting minutes.
8. Personnel recommendations.
9. Donations.
10. Payroll, expenditures, receipts and investments.
11. Budget Analysis.
12. Other old or unfinished business.
13. New business.
14. Superintendent, board member and/or committee reports
15. Adjournment.

B. Items in this order may be considered as part of a consent agenda.

C. The school board may depart from the order of business with the consent of the majority of members present.

**Legal References:** Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)

- Cross References:*** Burnsville-Eagan-Savage School District Policy 203 (Operation of the School Board – Governing Rules)  
Burnsville-Eagan-Savage School District Policy 203.5 (School Board Meeting Agenda)  
Burnsville-Eagan-Savage School District Policy 203.6 (Consent Agendas)

*Adopted:* \_\_\_\_\_

*Burnsville-Eagan-Savage School District Policy 203.5*

*Reviewed:* \_\_\_\_\_

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

*Rescinds:* \_\_\_\_\_

## **203.5 SCHOOL BOARD MEETING AGENDA**

### **I. PURPOSE**

The purpose of this policy is to provide procedures for the preparation of the school board meeting agenda to ensure that the school board can accomplish its business as efficiently and expeditiously as possible.

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

The policy of the school board is that school board meetings shall be conducted in a manner to allow the school board to accomplish its business while allowing reasoned debate and discussion of each matter to be acted upon.

### **III. PROCEDURES**

- A. While all school board members may provide input, it shall be the responsibility of the school board chair and superintendent to develop, prepare, and arrange the order of items for the tentative school board meeting agenda for each school board meeting.
- B. Persons wishing to place an item on the agenda must make a request to the school board chair or superintendent at least three days prior to the meeting. The person making the request is encouraged to state the person's name, address, purpose of the item, action desired, and pertinent background information. The chair and superintendent shall determine whether to place the matter on the tentative agenda.
- C. The tentative agenda and supporting documents shall be sent to the school board members six (6) days prior to the scheduled regular school board meeting.
- D. Items may only be added to the agenda by a motion adopted at the meeting. If an added item is acted upon, the minutes of the school board meeting shall include a description of the matter.
- E. At least one copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and: (i) distributed at the meeting to all members of the governing body; (ii) distributed before the meeting to all

members; or (iii) available in the meeting room to all members shall be available in the meeting room for inspection by the public while the school board considers their subject matter. This does not apply to materials classified by law as other than public or to materials relating to the agenda items of a closed meeting.

***Legal References:*** Minn. Stat. § 13D.01, Subd. 6 (Open Meeting Law)  
 Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)  
 Dept. of Admin. Advisory Op. No. 10-013 (April 29, 2010)  
 Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 203 (Operation of the School Board – Governing Rules)  
 Burnsville-Eagan-Savage School District Policy 203.2 (Order of the Regular School Board Meeting)  
 Burnsville-Eagan-Savage School District Policy 203.6 (Consent Agendas)  
 Burnsville-Eagan-Savage School District Policy 204 (School Board Meeting Minutes)  
 Burnsville-Eagan-Savage School District Policy 207 (Public Hearings)

Adopted: \_\_\_\_\_  
 Reviewed: \_\_\_\_\_  
 Revised: \_\_\_\_\_  
 Rescinds: \_\_\_\_\_

*Burnsville-Eagan-Savage School District Policy 203.6*

## **203.6 CONSENT AGENDAS**

### **I. PURPOSE**

The purpose of this policy is to allow the use of a consent agenda.

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

In order for a more efficient administration of school board meetings, the school board may elect to use a consent agenda for the passage of noncontroversial items or items of a similar nature.

### **III. CONSENT AGENDAS**

- A. The superintendent, in consultation with the school board chair, may place items on the consent agenda. By using a consent agenda, the school board has consented to the consideration of certain items as a group under one motion. Should a consent agenda be used, an appropriate amount of discussion time will be allowed to review any item upon request.
- B. Consent items are those which usually do not require discussion or explanation prior to school board action, are noncontroversial and/or similar in content, or are those items which have already been discussed and/or explained and do not require further discussion or explanation. Such agenda items might include ministerial tasks such as, but not limited to, the approval of the agenda, approval of previous minutes, approval of bills, approval of reports, etc. These items might also include similar groups of decisions such as, but not limited to, approval of staff contracts, approval of maintenance details for the school district buildings and grounds or approval of various schedules.
- C. Items shall be removed from the consent agenda by a timely request by an individual school board member for independent consideration. A request is timely if made prior to the vote on the consent agenda. The request does not require a second or a vote by the school board. An item removed from the consent agenda will then be discussed and acted on separately immediately following the consideration of the consent agenda.
- D. Consent agenda items are approved en masse by one vote of the school board. The consent agenda items shall be separately recorded in the minutes.

***Legal References:*** Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)

***Cross References:*** Burnsville-Eagan-Savage School District Policy 203.2 (Order of the Regular School Board Meeting)  
Burnsville-Eagan-Savage School District Policy 203.5 (School Board Meeting Agenda)  
Burnsville-Eagan-Savage School District Policy 204 (School Board Meeting Minutes)