

MEMO TO: Board of Education
TOPIC: Special School Board Meeting
FROM: Steve D. Cairns, Superintendent
DATE: June 24, 2015

A Special School Board Meeting of the Board of Education will be held June 29, 2015 at 7:30 PM in the High School Room 101.

Agenda

1. CALL TO ORDER

A. Pledge - Chairman Broden

2. SCHOOL BOARD ACTION

A. Read Well by 3rd Grade 3

B. BES Literacy Plan Report - website presentation by Furuseh

C. Utility Bill 5

D. Staffing

1) Resignation - Christine Freundschuh, MusicDepartment

2) Hire

a. Mikaela Janicke

Mrs. Kennedy and the interview committee recommend the School Board hire Mikaela Janicke, for a full time BHS LD Special Education teaching position. She will start at the BA Step-0, pending a satisfactory criminal background check and a valid MN teaching license. I agree with the recommendation.

b. Kara Wass

Mrs. Kennedy and the interview committee recommend the School Board hire Kara Wass, for a full time BHS LD Special Education teaching position. She will start at the MA -Step 6, pending a satisfactory criminal background check and a valid MN teaching license. I agree with the recommendation.

c. Steve Bushie

Dan LaVine and the interview committee recommend the School Board hire Steve Bushie, for a full time District Custodial position. He will begin at Step 1, pending a satisfactory criminal background check and that he acquire a special boiler license within one year of his start date. I agree with the recommendation.

d. Marlene Gerbracht

Dan LaVine and the interview committee recommend the School Board hire Marlene Gerbracht, for a full time District Custodial position. She will begin at Step 1, pending that she acquire a special boiler license within one year of her start date. I agree with the recommendation.

e. Aaron Edman 9

Mrs. Kennedy, Mr. Garland, and Mr. Cairns and the interview committee recommend the School Board hire Aaron Edman, for a full time, Head Mechanic/Head Transportation Director. Aaron will start at the top step, and a 210 day work agreement. Please see attached work agreement and job description.

f. Noah Shegrud 13

Mrs. Kennedy, Mr. Garland, and Mr. Cairns and the interview committee recommend the School Board hire Noah Shegrud, for a full time, Mechanic. Noah will start at Step 5 and a 260 day work agreement. Pending a satisfactory background check and obtaining a bus driving endorsement within one year of his date of hire. Please see attached work agreement and job description.

g. District Technology Director - TBA

h. Library Media Services/Technology Integrationist - TBA

3) Work Agreement 16

Truancy Tracker-Coordinator

E. Construction Project Pay Applications - \$301,649.44 17

Peterson Sheet Metal

Hanson Electric

3. ADJOURNMENT

Bagley Elementary School

6-15-15

Dibels/NWEA/MCA Summary

Reading/Math

Spring

Numbers indicate students

Kindergarten Reading	Nonsense Word Fluency				Dibels Letter Name Fluency				Phoneme Segmentation Fluency			
	<15	15-24	>25	Total	<29	29-49	>49	Total	<10	10-34	>34	Total
	10	21	54	85	11	21	53	85	2	27	56	85

1st Grade: Reading	Dibels WCPM				Dibels % Accuracy				Nonsense Word Fluency			
	<70	70-89	>89	Total	<89%	90-94	>94%	Total	0-29	30-49	>49	Total
	8	21	43	72	8	20	44	72	6	28	38	72

2nd Grade: Reading	NWEA				Dibels WCPM			
	<187	187-193	>193	Total	<70	70-89	>89	Total
	45	20	25	90	11	28	55	94

2nd Grade: Math	NWEA				Dibels % Accuracy			
	<188	188-194	>194	Total	<93%	93-96	>96%	Total
	49	20	23	92	5	4	84	94

3rd Grade: Reading	MCA				NWEA				Dibels WCPM			
	<340	40-49	>349	Total	<196	196-202	>202	Total	<81	81-100	>100	Total
	38	9	32	79	48	7	24	79	17	21	42	80

3rd Grade: Math	MCA				NWEA				Dibels % Accuracy			
	<340	40-49	>349	Total	<200	200-206	>206	Total	<94%	94-96	>96%	Total
	24	15	40	79	33	16	29	78	8	5	68	79

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4th Grade:	MCA				NWEA				Dibels WCPM			
Reading	<440	40-49	>449	Total	<204	204-210	>210	Total	<95	95-114	>114	Total
	20	19	41	80	33	14	23	70	19	19	45	72
									Dibels % Accuracy			
									<95%	95-97	>97%	Total
									16	17	49	72

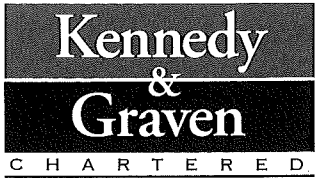
4th Grade:	MCA				NWEA			
Math	<440	40-49	>449	Total	<210	210-216	>215	Total
	19	16	47	82	27	10	32	69

5th Grade:	MCA				NWEA				Dibels WCPM			
Reading	<540	40-49	>549	Total	<209	209-215	>215	Total	<105	105-129	>129	Total
	23	22	27	72	33	14	23	70	25	18	29	72
									Dibels % Accuracy			
									<97%	97-98	>98%	Total
									17	5	50	72

5th Grade:	MCA				NWEA			
Math	<540	40-49	>549	Total	<218	218-224	>224	Total
	26	25	21	72	27	10	32	69

6th Grade:	MCA				NWEA			
Reading	<640	40-49	>649	Total	<213	213-219	>219	Total
	22	13	33	68	26	7	31	64

6th Grade:	MCA				NWEA			
Math	<640	40-49	>649	Total	<223	223-229	>229	Total
	27	10	30	67	24	5	34	63



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June 24, 2015

Bagley Public Utilities Commission
 P.O. Box M
 Bagley, MN 56621

Re: Bagley Public Schools – Equipment Failure and Demand Charges

To the Commission:

Our firm has been retained by the Bagley Public Schools regarding the Commission’s May 22, 2015 letter refusing to share the cost of the peak load charge due to the unforeseen equipment failure of the School District’s switch gear. In the May 22 letter, the Commission concluded that the District “was notified of the option to purchase insurance” and, therefore, should bear the full responsibility of the utility charge from the equipment failure.

We have reviewed the facts and the law relevant to the matter of the utility notice to its customers, and believe that the Commission should take a second look at its earlier conclusion. We believe that the Utility did not meet basic notice standards applicable to all Minnesota utilities. Whether regulated by the Minnesota Public Utilities Commission (MPUC), or self-regulated cooperatives or municipals, utilities providing gas, electric or telephone services are held by the State Legislature to basic service standards to customers, including written notice of important rate matters. We believe that a program with the cost savings importance to a customer of the Inadvertent Demand Adjustment insurance program (IDA) requires regular written notice to its customers that was not provided to the District.

FACTS

It is our understanding that for several years Minnkota has made IDA available to the Utility’s customers, and to those of other electric distribution co-ops and municipals in Minnkota’s generation and transmission system. We are advised by Minnkota that it is the distribution utility, not Minnkota that must communicate the availability of IDA to its eligible end use customers.

On December 28, 2011, the District received a letter from the Bagley Utility Manager describing the IDA program and its cost to the District. The District then purchased this “Demand Insurance” for the 2011-2012 winter season. For that winter season, undefined by the Utility, the

District and its constituents were protected from the “inadvertent demand” rates by the IDA program in the event an equipment failure was to occur.

Since that December 28, 2011 letter, the Utility has provided no written notice at all to the District of the continued availability of IDA. The only communication by the Utility to the District after December 28, 2011 that IDA insurance was still an available program was verbal, not surprisingly as a result, is remembered differently by the two participants in the conversation.

The conversation took place either in the fall of 2013 or 2014 between Utility Manager, Mike Jensen and the District’s head custodian, Bob Garland. Mr. Jensen apparently asked Mr. Garland if the District wanted to renew its IDA coverage for the upcoming winter season. Mr. Garland insists that he told Mr. Jensen that Jensen would need to ask District Superintendent Steve Cairns whether the District wanted to participate in the IDA insurance program, and pay the necessary premium. Mr. Jensen apparently has stated that Mr. Garland told him that the District did not want the IDA for the upcoming season. It is undisputed that Mr. Jensen did not contact Mr. Cairns or other District official about the IDA insurance program, as it had at its last opportunity in 2011-2012. Mr. Jensen says he relied on Mr. Garland’s alleged statement and provided no written confirmation or other information about IDA.

The equipment failure that IDA is designed to insure against occurred during the winter of 2014-2015 and resulted in the bill to the District of \$42,031.21.

We have reviewed the City ordinances and Utility policies regarding the IDA program or notice to customers of any sort. There is nothing written about procedures the Utility must or should follow in communicating with its customers regarding matters of interest to those customers such as a rate protection insurance program.

MINNESOTA LAW AND ANALYSIS

While municipal utilities are largely self-regulated, the Minnesota Legislature holds both cooperatives and municipals to a standard to which regulated utilities are held by the MPUC. In Minn. Stat. § 216B.029, subd. 1(a), the Legislature has provided:

Standards, subd. 1(a)

The commission [MPUC] and each cooperative electric association and municipal utility shall adopt standards for safety, reliability, and service quality for distribution utilities. Standards for cooperative electric associations and municipal utilities should be as consistent as possible with the commission standards. (emphasis added)

The Minnesota Rules promulgated by the MPUC provide in Minn. R. 7820.0200 subp. B that the utility to inform its customers “at a minimum:”

- (1) The utility's own customer policies governing the following areas: bill collections . . .
- (2) The rate schedule pertaining to the customers of that area . . .

In subp. C (2) it requires "A notice to customers on the availability upon request of the customer information."

While the above notice requirements do not specifically address rate protection insurance programs such as the IDA, it is clear that the MPUC has established written notice standards to utilities that have not been met by the Utility here and perhaps in a number of areas. There is no MPUC rule that allows verbal, unwritten notices to customers to substitute for written notice. The lack of written notice on important matters of rates and customer cost creates the very dispute over the content of an oral conversation that exists here. If no records exist of what the utility told or provided to the customer, the important requirements of rate uniformity and non-discrimination to customers is impossible to determine. Minn. Stat. 216B.03.

The District demonstrated its willingness to participate in the IDA program to protect itself from the equipment failure event that has occurred here. The lack of a follow up writing to the District regarding the IDA program, its cost and duration, failed to give the District and its supporting tax payers the "minimum" written notice of opportunity to participate in a very important rate protection program.

The Commission cannot rely on its Utility Manager's recollection that Mr. Garland stated that the District did not wish to participate in the IDA program for 2013- 2014 or 2014-2015 winter seasons. Even if Mr. Garland stated that the District did not want to participate in the IDA program for the upcoming winter season, the Utility is legally unable to rely on that statement. It is settled law in Minnesota that a third person, in this case the Utility, cannot rely on a person representing a public body who has no authority to act and that matter. We cite the original Minnesota Supreme Court case holding that proposition for your city attorney's review. *Jewell Belting Co. v. Village of Bertha*, 97 N.W. 424 (Minn. 1903). Numerous Minnesota cases have upheld the ruling in that case that a third party (like the Utility) cannot rely on a statement by a person employed by a public body (like the District) who is without authority to decide such a matter (whether to pay public funds for the IDA program). Mr. Garland is not the person who can make financial decisions on behalf of the District totaling over a thousand dollars in premium, as is the case here. Only the school board or possibly the superintendent, if delegated, can make such decisions.

In any case, the lack of written notice to the customer of either the availability or expiration of the financially significant IDA insurance program is poor practice and a negligent failure on the part of the Utility. This falls below the most basic of standards that the Legislature expects from utilities providing important energy services. The Utility should have provided the written opportunity to the District to participate in the IDA program for the 2014-2015 winter season,

and all seasons applicable to the IDA insurance program. It is our understanding that other distribution utilities in the Minnkota system regularly provide written notice. In failing to do so, the Utility should not place the entire burden of the demand charges on the District.

THE DISTRICT MAINTAINS ITS COMPROMISE OFFER

The District's previous offer to share the cost of the rate spike is fair. It acknowledges the total cost of premiums over the period. Because the District did not pay those premiums, it deducted that amount for the shared amount it seeks. The District further acknowledges the 28% responsibility of the insured customer under IDA. The District is still willing to pay \$22,050.34, over half of the full Utility invoice charge due to the equipment failure.

In our view, it is appropriate that the Commission examine its notice policies and procedures and update its written notice requirements to avoid a similar problem in the future.

Very truly yours,

KENNEDY & GRAVEN, CHARTERED



James M. Strommen

JMS:lml

cc: Steve Cairns, Superintendent
Bagley ISD #162 School Board

- 9. Physicals:** The Head of Mechanics and Transportation is required to maintain his/her current bus endorsement. Bus Driver Physicals required by the State of Minnesota will be reimbursed by the school district up to the maximum amount negotiated by the Head of Transportation each year to be in alignment with a local clinic.
- 10. Problem Resolution:** In the event an employee believes there is a basis for a problem, he/she should initially discuss the problem with the immediate supervisor. If the employee feels that the problem has not been resolved following the discussion with the supervisor, the employee should discuss the problem with the Superintendent. If the problem remains unresolved, the employee may refer the problem to the Board's Negotiating Committee. If the problem is not solved at that point the employee has the right to address the problem to the full School Board for final resolution.
- 11. Severance Pay:** 30% of accrued sick leave upon resignation or retirement in good standing as determined by the School Board. In the event of the employee's death, the employee's beneficiary shall receive the amount which the employee would have received. The benefit is payable only after 5 years of continuous employment.
- 12. Tool allowance:** \$750.00 allowance per year. This allowance will be paid as a separate item on the employee's monthly pay check.
- 13. Uniform Allowance:** Head of Mechanics and Transportation is allowed to receive 5 new uniform shirts each year.
- 14. Professional Dues & License Fees:** Professional dues and license fees will be paid as approved by the Superintendent.

IN WITNESS WHEREOF, I have sub-
 scribed my signature this _____
 day of _____, 20_____.

 Head of Mechanics and Transportation

IN WITNESS WHEREOF, I have sub-
 scribed my signature this _____
 day of _____, 20_____.

 School Board Clerk

BAGLEY PUBLIC SCHOOLS

Independent School District #162

Bagley, Minnesota

Updated 5/8/15

POSITION TITLE: Head of Mechanics and Transportation

POSITION PURPOSE: The Head of Mechanics and Transportation supervises, evaluates and determines schedules of the Mechanic, and all Bus Drivers. The Head of Mechanics and Transportation is in charge of the bus garage, all school district busses and vehicles, safety, and maintenance and ordering of supplies and parts.

TRAINING OR EXPERIENCE:

High School Diploma or higher degree

Experience running a shop, including diesel and gas buses, vans, cars, and equipment.

CDL with school bus endorsement

ANNUAL CONTRACT LENGTH: 210 days, 8 hours per day

IMMEDIATE SUPERVISOR: Superintendent of Schools

DUTIES AND RESPONSIBILITIES:

1. Supervise mechanic and all bus drivers and set duty assignments and schedules.
2. Schedule all bus routes, special trips and assign drivers.
3. Schedule driver vacations, personal leave, and submits all transportation department leave documentation to the district office.
4. Drive bus when necessary.
5. New driver training.
6. Annual driver training.
7. Driver license checks.
8. Schedule bus evacuations.
9. Complete background checks.
10. Bid new buses and other school vehicles.
11. Notify drivers of random drug and alcohol testing.
12. Responsible for monthly and annual reports to district office and MNDOT.
13. Serve as on-call emergency contact during non-working hours.
14. Perform normal job duties or snow removal when called in to building.
15. Complete and/or refer student bus behavior problems to appropriate staff for corrective action.
16. Maintain the facilities and grounds including; the ALP building, parking lot, and bus garage.
17. Repair and maintain school busses and other district vehicles, estimate cost for repairs, responsible for ordering and maintaining supplies and equipment.

18. Maintain a clean, safe and orderly shop inside and out.
19. Keep accurate maintenance records on all vehicles.
20. Follow all OSHA, Federal and State Safety Standards for shop and vehicle operations.
21. Repair buses/vehicles on the road or tow back to the Bus Garage.
22. Flag traffic for school busses at 3:00 p.m. when necessary.
23. Take care of any bus/vehicle breakdowns after regular hours or on weekends.
24. Respond to emergencies and accidents when involving District transportation.
25. Annual driver evaluations.
26. Make recommendations to the Superintendent as to the evaluation of mechanic and bus drivers.
27. Make recommendations to hire or fire these employees, and promote advancement and status changes.
28. Consults with Superintendent/Administration about reports that must be maintained by the district as required by MNDOT, OSHA, Fire Marshal, Workman Compensation Safety Recommendations and other consultants related to the District Transportation Department.
29. Assure building security by locking/unlocking doors at appropriate times, recognizing and correcting unsafe security conditions or reporting condition to appropriate personnel or authorities.
30. Maintain building inventory, hazardous material inventory, Material Safety Data Sheets (MSDS), custodial work requests and building work requests.
31. Responsible for monthly and annual reports to the District office.
32. Perform other duties as assigned.

PHYSICAL DEMANDS: While performing the duties of the job, the employee is regularly required to stand, walk, use arms, hands and fingers, talk, hear, and smell. The employee is frequently required to climb or balance, stoop, kneel, crouch or crawl. The employee must regularly lift and/or move up to 50 pounds, frequently lift and/or move up to 100 pounds and occasional lift and/or move over 100 pounds.

**BAGLEY PUBLIC SCHOOL
Work Agreement for Mechanic
July 1, 2015 – June 30, 2017**

1. Salary:	2015-2016	Step 1 - \$17.95	2016-2017	Step 1 - \$18.20
		Step 2 - \$18.45		Step 2 - \$18.70
		Step 3 - \$19.26		Step 3 - \$19.61
		Step 4 - \$20.26		Step 4 - \$20.61
		Step 5 - \$21.26		Step 5 - \$21.61

2. Annual Contract Length:

- a. 8 hours per day for 260 days.
- b. Overtime paid for all pre-approved hours in excess of 40 hours per week. Any sick leave time will not be included in the determination of overtime eligibility. The eight hour allowance for approved holidays will be included in the determination of overtime.
- c. Double time on Sundays and Holidays worked as pre-approved.
- d. Must maintain a CDL license and bus driver's endorsement.

3. Training or Experience: Minimally a High School Diploma

4. Health and Medical Insurance: July 1, 2015 – June 30, 2017 ~ \$400.00/month Single

Affordable Care Act Related Implications note.

In the event this Agreement causes or will cause penalties, fees or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.

5. Vacation:

- 1– 9 years of service – 10 days per year.
- 10 – 19 years of service – 15 days per year.
- 20+ years of service – 20 days per year.

6. Sick Leave: 1 day per month worked accumulative to 120 days. Pursuant to M.S. 181.9413, employees may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. For the purposes of this section, "child" and "grandchild" includes a stepchild, a step-grandchild, and a biological, adopted, and foster child or foster grandchild.

7. Physicals: The mechanic is required to maintain his/her current bus endorsement. Bus Driver Physicals required by the State of Minnesota will be reimbursed by the school district up to the maximum amount negotiated by the Head of Transportation each year to be in alignment with a local clinic.

8. Holidays: Full pay shall be granted for the following holidays:

Fourth of July	Labor Day	Thanksgiving	Day after Thanksgiving	Christmas Day
New Year's Day	President's Day	Good Friday	Memorial Day	

If school is in session on President's Day, an alternative day will be established by the School Board.

9. Longevity Pay:

Following 5 years of service	\$5.00/month
Following 10 years of service	\$10.00/month
Following 15 years of service	\$15.00/month
Following 20 years of service	\$20.00/month
Following 25 years of service	\$25.00/month

10. Problem Resolution: In the event an employee believes there is a basis for a problem, he/she should initially discuss the problem with the immediate supervisor. If the employee feels that the problem has not been resolved following the discussion with the supervisor, the employee should discuss the problem with the Superintendent. If the problem remains unresolved, the employee may refer the problem to the Board's Negotiating Committee. If the problem is not solved at that point the employee has the right to address the problem to the full School Board for final resolution.

11. Tool Allowance: \$750.00 allowance per year. This allowance will be paid as a separate item on the employee's monthly pay check.

12. Severance Pay: 30% of accrued sick leave upon resignation or retirement in good standing as determined by the School Board. In the event of the employee's death, the employee's beneficiary shall receive the amount which the employee would have received. The benefit is payable only after 5 years of continuous employment.

13. Uniform Allowance: Employees are allowed to receive 5 new uniform shirts each year as approved by the Head of Mechanics and Transportation.

IN WITNESS WHEREOF, I have sub-
scribed my signature this _____
day of _____, 20_____.

Mechanic

IN WITNESS WHEREOF, I have sub-
scribed my signature this _____
day of _____, 20_____.

School Board Clerk

BAGLEY PUBLIC SCHOOLS
Independent School District #162
Bagley, Minnesota
(Updated 5/6/15)

POSITION TITLE: Mechanic

POSITION PURPOSE:

The Mechanic will clean and provide maintenance on all School District fleet vehicles, the bus garage, and surrounding parking lots. The mechanic will order parts & supplies with authorization from the Head Mechanic.

TRAINING OR EXPERIENCE:

- High school diploma or GED.
- Experience with diesel and gas busses, vans and cars.
- CDL with school bus endorsement.

ANNUAL CONTRACT LENGTH: 260 days. Hours as determined by the Head Mechanic.

IMMEDIATE SUPERVISOR: Head Mechanic

DUTIES & RESPONSIBILITIES:

1. Clean, repair and maintain the school district fleet of busses, vehicles, trailers and equipment.
2. Maintain a clean, safe and orderly shop inside and out.
3. Keep accurate maintenance records on all vehicles.
4. Follow all OSHA, Federal and State Safety Standards for shop and vehicle operations.
5. Maintain MSDS sheets and safety records as required.
6. Promote shop and vehicle safety by keeping vehicles and equipment in safe operating condition.
7. Compare prices on parts and supplies and order quality parts at the best price. All purchases and requisitions need the Head Mechanics approval.
8. Respond to emergencies and accidents when asked to assist.
9. Repair buses/vehicles on the road or tow back to the bus garage.
10. Take care of any bus/vehicle breakdowns after regular hours or on weekends.
11. Plow snow at the bus garage and parking lot when needed.
12. Flag traffic for school busses at 3:00 p.m. when necessary.
13. Wash and clean extra-curricular buses and vans when needed.
14. Other duties as assigned.

PHYSICAL DEMANDS:

While performing the duties of the job, the employee is regularly required to stand, walk, use hand to finger, handle or feel, reach with hand and arms, talk or hear and taste or smell. The employee is frequently required to climb or balance, stoop, kneel, crouch or crawl. The employee is occasionally required to sit. The employee must regularly lift/or move up to 50 pounds, frequently lift and/or move up to 100 pounds and occasionally lift/or move over 100 pounds.

Truancy Tracker-Coordinator 2015-2017 Negotiations Settlement

- Salary – Added a 2% increase each year, changed to a salary position and included the \$8,304 paid by Clearwater County Mental Health Collaborative
- Contract Days – Added 5 days
- Health Insurance/403b Allowance – Added the same language as Payroll Clerk/HR & Coordinator of District Services.
- Sick Leave – Added “M.S. 181.9413 language” to sick leave.

**INVOICE SUMMARY-
BAGLEY SCHOOL DISTRICT #162
BAGLEY SCHOOL IMPROVEMENTS**

**PAYMENT APP NO. 10
PERIOD ENDING: June 30, 2015
APPLICATION DATE: March 31, 2015**

ITEM NO#	DESCRIPTION	VENDOR	DATE	NUMBER	AMOUNT	RETAINAGE	DUE
#2.60	Athletic Complex	Gordon Construction			\$0.00	\$0.00	\$0.00
#21.00	General Construction	JP Structures			\$0.00	\$0.00	\$0.00
#7.50	Roofing & Wall Panels	Thelen Htg. & Roofing	1/25/15	App #8	\$18,753.00	\$0.00	\$18,753.00
#7.50	Roofing & Wall Panels	Thelen Htg. & Roofing	4/25/15	App #9	\$1,216.00	\$0.00	\$1,216.00
#21.00	Fire Protection	Absolute Fire Protection			\$0.00	\$0.00	\$0.00
#22.05 / #23.05	Plumbing/HVAC	Peterson Sheet Metal	2/26/15	App #9	\$16,737.00	\$836.85	\$15,900.15
#24.05	Test & Balance	Premier Test & Balance		App #1	\$28,670.00	\$1,433.50	\$27,236.50
#24.05	Test & Balance	Premier Test & Balance		App #2	\$28,670.00	\$1,433.50	\$27,236.50
#26	Electrical	Hanson Electric	6/26/15		\$23,048.00	\$1,152.40	\$21,895.60
					\$117,094.00	\$4,856.25	\$112,237.75

SUBTOTAL PROGRESS PAYMENTS \$112,237.75

RETAINAGE RELEASES None

#22.05 / #23.05	Plumbing/HVAC	Peterson Sheet Metal	2/26/15 App #10	\$ 94,489.33	\$ 94,489.33
#22.05 / #23.05	Plumbing/HVAC	Peterson Sheet Metal	2/26/15 App #11	\$ 47,244.66	\$ 47,244.66
#26.00	Electrical	Hansen Electric		47,677.70	47,677.70
					0.00
					0.00

SUBTOTAL RETAINAGE \$189,411.69

TOTAL AMOUNT DUE \$301,649.44

Please send all Retention Checks to the JCI Plymouth Branch office Attention: Jeff Martin for final lien waiver collection and payment distribution.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER)
 BAGLEY SCHOOL
 202 BAGLEY AVE NW
 BAGLEY, MN 56621

PROJECT: BAGLEY ISD #162
 SCHOOL IMPROVEMENTS
 BAGLEY, MN

APPLICATION 10
PERIOD TO: June 30, 2015

Distribution to:
 OWNER
 ARCHITECT
 PROGRAM MANAGER
 FILE

FROM (CM):
 JOHNSON CONTROLS, INC.
 2605 FERNBROOK LANE NORTH, SUITE T
 PLYMOUTH, MN 55447

PROGRAM MGR: JEFF MARTIN
PROJECT NO: 3PZX-0004

APPLICATION FOR PAYMENT

Application is made for Payment, as shown below,
 Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders Approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
		\$0.00	\$0.00
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$0.00

1. COMMITTED COST	\$9,264,874.00
2. Net Change by Change Orders	(\$107,289.15)
3. SUM TO DATE (Line 1+2)	\$9,157,584.85
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$8,955,408.85
5. RETAINAGE:	
a. <u>5</u> % of Completed Work (Column D+E on G703)	\$111,528.46
b. <u> </u> % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$111,528.46
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$8,843,880.39
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$8,542,230.95
8. CURRENT PAYMENT DUE	\$301,649.44
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$313,704.46

The undersigned Construction Manager certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and that current payments shown herein are now due.

PROGRAM MANAGER: JOHNSON CONTROLS, INC.

By:  Date: 6/26/2015

State of: MINNESOTA County of: St. Louis
 Subscribed and sworn to before me this
 Notary Public:
 My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment of the Amounts Certified.

AMOUNT CERTIFIED \$
(Attach explanation if amount certified differs from the amount applied for).
 ARCHITECT: _____
 By: _____ Date: _____