



Regular Meeting Agenda

Diamondhead Education Center
200 W. Burnsville Parkway
Burnsville, MN 55337
February 11, 2016
6:30 PM

(6:00 PM Board Listening Session with Chair Dan Luth and Vice Chair Abigail Alt)

I. Call to Order

- A. Welcome Public
- B. Pledge of Allegiance

II. Business Meeting

- A. Approval of Agenda
- B. Consent Agenda

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

- 1. Approve Meeting Minutes 3
- 2. Approve Personnel Recommendations 7
- 3. Approve, on a Second Reading Basis, Board Policies 416: *Drug and Alcohol Testing* (rescind BAB) and 417: *Chemical Use and Abuse* (rescind GBCB-R and JFCH) 8
- 4. Approve Change Order #3 2015 Diamondhead Education Center Early Childhood Program Alterations 49
- 5. Approve Change Order #059, #060, #061, #062, #064, #065 and #067 for the 2015 Additions and Alterations to Burnsville High School 54

III. New Business

- A. Receive a Report on Progress of Culturally Proficient School System (CPSS) 73
Speaker(s): Dr. Stacie Stanley, Director of Equity and Integrated Student Services
- B. Award Bids for Sky Oaks, Nicollet, Edward Neill and Harriet Bishop 84
Speaker(s): Lisa Rider, Executive Director of Business Services
- C. Approve a Two Year Addendum to Current Contract with Durham

Speaker(s): Lisa Rider, Executive Director of Business Services
D. Approve a Three Year Engagement for Auditor Services

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Speaker(s): Lisa Rider, Executive Director of Business Services

IV. Reports

A. Student Representative

B. Board Members

V. Adjourn

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 January 28, 2016

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

Call to Order

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

Attendance

Luth welcomed the audience and asked Hill to lead the Pledge of Allegiance.

Pledge of Allegiance

Public recognition was given to Marion W. Savage Elementary for being a Celebration School.

Public Recognition

Moved by VandenBoom, seconded by Schmid, to adopt a resolution to abolish the Legislative Standing Committee.
 WHEREAS,

Abolish Legislative Committee

1. Board Policy 213: *School Board Committees* provides the structure and operation of committees or subcommittees of the School Board;
2. The School Board reserves the right to abolish any standing committee as it deems appropriate;
3. The Independent School District 191 Board of Education has determined that the Legislative Standing Committee is no longer needed to facilitate the operation of the school board and the school district.

THEREFORE, BE IT RESOLVED by the Independent School District 191 Board of Education to abolish the Legislative Standing Committee. Motion carried unanimously after discussion (7, 0).

Moved by Hill, seconded by Alt, to approve the board representative appointments for 2016. Motion carried unanimously (7, 0).

Committee appointments

Moved by Currier, seconded by Schmid, to approve the agenda. Motion carried unanimously (7, 0).

Agenda

Moved by Sweep, seconded by VandenBoom, to approve the consent agenda:

Consent Agenda

- Approve minutes of the January 14, 2016 regular school board meeting

Minutes

<p>and minutes of the January 21, 2016 board workshop.</p> <ul style="list-style-type: none"> - Approve personnel recommendations for J. Dybvig, J. Isakson, R. Mueske, L. Ostman, C. Polk, S. Winkelman, M. Abernethy, D. Goodbuffalo, E. Kapusinski, S. Kingsbury, M. Woodward, T. Kruger, P. Marchessault, R. Mueske, C. Pope, S. Harrington, and D. Burdick. - Adopt a resolution to approve and accept donations as presented. - Approve December payroll checks numbered 718321-718348, and direct deposit notices numbered 593645-596601, in the net amount of \$3,595,986.30. December and January claims to date represented by checks numbered 443743-444351, 144-146, 1014500-1014835, and 101222-101274 and wire transfers and adjustments totaling \$10,518,923.10. Accept December receipts of \$9,720,004.82 and investments for the General Fund, 2012A Alt Facilities, 2015A School Building Bonds and OPEB of \$102,899,269.96 as of December 31, 2015. - Accept the budget analysis for the month ending December 31, 2016. - Approve, on a second reading basis, Board Policy 404: <i>Employment Background Checks</i> and rescind GDCD. - Approve, on a second reading basis, Board Policy 498: <i>Political Campaigns and Activities</i> and rescind GBG. - Approve, on a second reading basis, Board Policies 518: <i>DNAR - Do not Attempt Resuscitation Orders</i>, 528: <i>Student Parental, Family, and Marital Status Nondiscrimination</i> (rescind JFE, JFF), 530: <i>Immunization Requirements</i> (rescind JHCB), 602.5: <i>School Cancellation</i> (rescind EBCD), 610: <i>Field Trips</i> (rescind IICA), 620: <i>Credit for Learning</i>, 624: <i>Online Learning Options</i>, and 799: <i>Animals in the Schools</i> (rescind ING). - Approve an extended field trip request for 4th and 5th grade students at Vista View Elementary to attend an overnight field trip at the Minnesota Science Museum Feb. 11-12, 2016. - Approve change orders #044, #045, #050, #054, #055, #056 and #057 for the 2015 Additions and Alterations to Burnsville High School. <p>Motion carried unanimously (7, 0).</p> <p>Moved by Schmid, seconded by Currier, to enter into a contract with Dr. Joseph Gothard in conformance with Minnesota Statute §123B.143 for a term of three (3) years commencing July 1, 2016 and ending June 30, 2019. Motion carried unanimously after discussion (7, 0).</p> <p>Moved by Currier, seconded by Sweep, that the Board of Education approves the proposed revisions and re-adopts the unchanged language in the 2015-2017 Master Agreement with the Association of Clerical Employees. Motion carried after discussion (7, 0).</p> <p>Moved by Schmid, seconded by Alt, that the Board of Education approves the proposed revisions and re-adopts the unchanged language in the 2015-2017 terms and conditions of employment for the Confidential Employees of Independent School District #191. Motion carried unanimously (7, 0).</p>	<p>Human Resources</p> <p>Donations Checks, deposits, receipts and investments</p> <p>Budget Analysis Policies</p> <p>Extended Field Trip</p> <p>Change Orders</p> <p>Superintendent Contract</p> <p>Clerical Employees</p> <p>Confidential Employees</p>
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Moved by VandenBoom, seconded by Currier, that the Board of Education approves the proposed revisions and re-adopts the unchanged language in the 2015-2016 terms and conditions of employment for the Unaffiliated Employees of Independent School District #191. Motion carried after discussion (7, 0).

Unaffiliated
Employees

Received a report from D.A. Johnson, director of technology and R. Gorton, coordinator on the 2016-19 Student Device Implementation Plan.

Report on Device
Implementation

Moved by Hill, seconded by VandenBoom, to approve, on a first reading basis, Board Policies 416: *Drug and Alcohol Testing* (rescind BAB) and 417: *Chemical Use and Abuse* (rescind GBCB-R and JFCH). Motion carried unanimously after discussion (7, 0).

Board Policies

Moved by Schmid, seconded by VandenBoom, to adopt the resolution providing for the sale of General Obligation Alternative Facilities Refunding Bonds, Series 2016A; 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. BE IT RESOLVED by the School Board of Independent School District No. 191, State of Minnesota, as follows:

Sale of Bonds

1. Bond Authorization. The School Board has determined that it is necessary and expedient to issue \$38,355,000 General Obligation Alternative Facilities Refunding Bonds, Series 2016A.

2. Sale. The District has retained Ehlers & Associates, Inc. (Ehlers) in Roseville, Minnesota, as its independent financial advisor for the Bonds. Ehlers is authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9). If the issuance of the Bonds is approved, the School Board shall meet at the time and place specified in the Official Statement to receive and consider proposals for the purchase of the Bonds.

3. Official Statement; Negotiation of Sale. Ehlers is authorized to prepare and distribute an Official Statement and to open, read and tabulate the proposals for presentation to the Board.

4. 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 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 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 Registrar. The District understands that as a result of its covenant to be bound by the provision 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 and hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The chair, clerk, superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

Motion carried unanimously after discussion (7, 0).

Moved by Sweep, seconded by Alt, to approve the changes as proposed to 2016-2017 Start and End Times for Schools. Motion carried unanimously after discussion (7, 0).

Start and End Times

Verbal reports were given by Dr. Currier on behalf of the Policy Review Committee; Luth on behalf of the Technology Committee; Hill on behalf of the Student Performance and Achievement Committee; Schmid on behalf of the Negotiating Committee; and Hill on behalf of the Legislative Committee.

Committee Reports

Condolences were given to the family of Dick Hanson.

Condolences

Moved by Alt, seconded by Vandeenboom, to adjourn the meeting to a board workshop at 9:02 p.m. Motion carried unanimously (7, 0).

Adjourn to a Workshop

The workshop began at 9:13 p.m. and concluded at 10:13 p.m. The topic of discussion was FY 17 Budget- Setting Parameters.

Workshop

Jim Schmid, clerk

February 11, 2016
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: February 11, 2016

RE: Recommended Personnel Changes

Certified

Appointment

18784	Erin Cunningham	*Replacement-Long Term Substitute, Teacher, 1.0 FTE, EN, effective 2/10/16
16127	Arthur Iverson	-Replacement-Long Term Substitute, Teacher, 1.0 FTE, ERJH, effective 1/28/16
10580	Robin Kutz	*Replacement-Long Term Substitute, Teacher, .5 FTE,(1.0 FTE TBD), SO, effective 1/26/16
18459	Ashly Mickelson	-Replacement-Long Term Substitute, Teacher, .5 FTE, VV, effective 1/4/16
2572	Nancy Mosher	*Replacement-Long Term Substitute, Teacher, 1.0 FTE, WB, effective 1/19/16
16366	Kathleen Torralba	*Replacement-Long Term Substitute, Teacher, 1.0 FTE, SO, effective 2/1/16

Classified

Appointment

13915	Sarah Barr	-Replacement-EA Level IV, 6.75 hrs/day, Rahn, effective 2/1/16
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Change in Assignment

14293	Melanie Butorac	-Assignment changes to EA Level III, 7.5 hrs/day, GP, effective 1/27/16
18690	William Hadac	*Assignment changes to Custodian Level IV, 8 hrs/day, District-Wide, effective 2/15/16
15910	Jeffrey Teske	*Assignment changes to Custodian Level II, 8 hrs/day, NJH, effective 1/28/16

Resignation

18428	Birhan Melake	*Food Service Associate, VV, effective 2/17/16
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Agenda II.B.3
February 11, 2016

To: Board of Education, Members

From: Dr. Joe Gothard, Superintendent

Date: February 4, 2016

Re: Board Policies 416: *Drug and Alcohol Testing* (rescind BAB) and 417: *Chemical Use and Abuse* (rescind GBCB-R and JFCH)

RECOMMENDATION: Approve, on a second reading basis, Board Policies 416: *Drug and Alcohol Testing* (rescind BAB) and 417: *Chemical Use and Abuse* (rescind GBCB-R and JFCH).

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

The policies are attached for your review.

Adopted: 9/2006
Reviewed: 1/28/2016
Revised: 2/11/2016
Rescinds: BAB

Burnsville-Eagan-Savage School District Policy 416

416 DRUG AND ALCOHOL TESTING

I. PURPOSE

- A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. Therefore, to provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minn. Stat. §§ 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.
- B. If the school district contracts for transportation services, it will require the transportation contractor to comply with the provisions of this policy applicable to school bus drivers.
- C. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.
- D. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are not medically prescribed is also prohibited throughout the school or work day,

including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property.

- E. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.
- F. Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana, cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle which is designed to transport 16 or more passengers, including the driver.

5. “Designated Employer Representative” (DER) means a designated school district representative authorized to take immediate action to remove employees from safety-sensitive duties, to make required decisions in the testing and evaluation process, and to receive test results and other communications for the school district.
6. “Department of Transportation” (DOT) means United States Department of Transportation.
7. “Driver” is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
8. “Evidential Breath Testing Device” (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
9. “Medical Review Officer” (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district’s drug testing program and for evaluating medical explanations for certain drug tests.
10. “Refusal to Submit” (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver’s provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer’s instructions, in an observed collection, to raise the driver’s clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver

adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

11. “Safety-sensitive functions” are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
12. “Screening Test Technician” (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
13. “Stand Down” means to temporarily remove an employee from performing safety-sensitive functions after a laboratory reports a confirmed positive, an adulterated, or a substituted test result but before the MRO completes the verification process.
14. “Substance Abuse Professional” (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information concerning the effects of alcohol and controlled substances use on an individual’s health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that he or she has received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy

to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV.

8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and policy of the school district.

G. Prescription Drugs

A driver shall inform his or her supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV.

H. Testing Requirements

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances before the first time the driver performs safety-sensitive functions for the school district.
- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. In order to be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, or refusals to be tested (including verified adulterated or substituted drug test results), or any other

violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

2. Post-Accident Testing

- a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.
- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

3. Random Testing

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances on duty or within four (4) hours before coming on duty. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the

record the reasons for not administering the test.

- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.
5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances.
 6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.
 7. Refusal to Submit and Attendant Consequences
 - a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
 - b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 U.S.C. § 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.
 - c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
 - d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.
 - e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.
- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances

unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
 - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
- b. Any test result less than 0.02 alcohol concentration is considered a "negative" test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.

- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.
2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
 - b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
 - c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minn. Stat. Ch. 13. Any information concerning the individual's test results and records shall not be

released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.
2. The required records shall be retained for the following minimum periods:

Basic records	5 years
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“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Collection records	2 years
Negative and cancelled drug tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.
2. Referral, Evaluation, and Treatment

- a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.
- b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.
- c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.
- d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

- a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section

IV. of this policy.

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:

1. General Limitations

- a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory which participates in one of the programs listed in Minn. Stat. § 181.953, Subd. 1.
- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer which is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

The school district may request or require employees to undergo drug and alcohol testing on a random selection basis only if they are employed in

safety-sensitive positions.

4. Reasonable Suspicion Testing

The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minn. Stat. § 176.011, Subd. 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to

undergo drug and alcohol testing.

C. Definitions

1. “Drug” means a controlled substance as defined in Minnesota Statutes.
2. “Drug and alcohol testing,” “drug or alcohol testing,” and “drug or alcohol test” mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
3. “Other Employees” means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver’s license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver’s license are primarily governed by the provisions of the school district’s drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver’s license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of “other employees.”
4. “Job applicant” means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver’s license, and includes a person who has received a job offer made contingent on the person’s passing drug or alcohol testing. Job applicants for positions requiring a commercial driver’s license are governed by the provisions of the school district’s drug and alcohol testing policy relating to school bus drivers (Section III.).
5. “Positive test result” means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minn. Stat. § 181.953, Subd. 1.
6. “Random selection basis” means a mechanism for selection of employees that:
 - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.

7. “Reasonable suspicion” means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
8. “Safety-sensitive position” means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver’s license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of this Section D.

2. Consequences of an Employee’s Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver’s license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant’s Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver’s license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver’s license to undergo drug or alcohol testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district’s drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide him or her with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.

b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

c. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide him or her with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.

b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has

requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform him or her of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the

program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon or after hire.
6. An employee must be given access to information in his or her personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and

4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minn. Stat. Ch. 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minn. Stat. Ch. 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected

employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. Ch. 43A (State Personnel Management)
 Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
 Minn. Stat. § 221.031 (Motor Carrier Rules)
 49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
 49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
 49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

Cross-References: Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 Burnsville-Eagan-Savage School District Policy 406 (Public and Private Personnel Data)
 Burnsville-Eagan-Savage School District Policy 417 (Chemical Use and Abuse)
 Burnsville-Eagan-Savage School District Policy 418 (Drug-Free Workplace/Drug-Free School)

ATTACHMENTS TO DRUG AND ALCOHOL TESTING POLICY

Attachments A through C are to be used in conjunction with the drug and alcohol testing of bus drivers and driver applicants.

- Attachment A is a “Driver Acknowledgment–Drug and Alcohol Testing Policy Materials” form which should be used to document receipt of the policy and other materials by drivers and driver applicants. It is referred to in Article III., Section C., Paragraph 4. of the policy.
- Attachment B is a “Bus Driver or Driver Applicant–Authorization to Release Information” form. It is referred to in Article III., Section H., Paragraph 1. of the policy.
- Attachment C is a “Bus Driver or Driver Applicant–Refusal to Submit to Testing” form. It is referred to in Article III., Section H., Paragraph 7. of the policy.

Attachments D through G are to be used in conjunction with drug and alcohol testing of non-bus drivers and applicants.

- Attachment D is a “Pretest Notice” that must be provided to non-school bus driver employees or job applicants before requesting that the employee or job applicant undergo drug or alcohol testing. It is referred to in Article IV., Section E., Paragraph 1. of the policy.
- Attachment E is a “Notice of Test Results and Various Rights” which should be used by the District when notifying non-school bus driver employees or job applicants of test results and other rights. It is referred to in Article IV., Section E., Paragraph 6. of the policy.
- Attachment F is an “Explanation of Positive Test Result” form which should be used by the school district to request that the employee or job applicant submit information to the school district relevant to the reliability of, or explanation for, a positive test result. It is referred to in Article IV., Section E., Paragraph 4. of the policy.
- Finally, the District may wish to use Attachment G, entitled “Acknowledgment–Drug and Alcohol Testing Policy,” to document that written notice of the policy was given to all affected employees. It is referred to in Article IV., Section J. of the policy.

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— DRIVER ACKNOWLEDGMENT —
DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. 191, Burnsville-Eagan-Savage, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Drug and Alcohol Testing for Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

- Upon adoption of the policy. (employee).
- Upon my hire. (job applicant/new employee).
- After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing. (job applicant).

I also received materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is _____ and that any questions I may have concerning the Policy should be directed to the Program Manager.

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— BUS DRIVER OR DRIVER APPLICANT —

AUTHORIZATION TO RELEASE INFORMATION

Section I. To be completed by the school district, signed by the bus driver, or driver applicant, and transmitted to the previous employer:

Employee Printed or Typed Name: _____

Employee SS or ID Number: _____

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in Section I-B, to the employer listed in Section I-A. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in Section II-A by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: _____ Date: _____

Section I-A.

School District Name: _____

Address: _____

Phone #: _____ Fax #: _____

Designated Employer Representative: _____

Section I-B.

Previous Employer Name: _____

Address: _____

Phone #: _____

Designated Employer Representative (if known): _____

Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:

Section II-A. In the two years prior to the date of the employee’s signature (in Section I), for DOT-regulated testing:

- 1. Did the employee have alcohol tests with a result of 0.04 or higher? YES ___ NO ___
- 2. Did the employee have verified positive drug tests? YES ___ NO ___
- 3. Did the employee refuse to be tested? YES ___ NO ___
- 4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? YES ___ NO ___
- 5. Did a previous employer report a drug and alcohol rule violation to you? YES ___ NO ___
- 6. If you answered “yes” to any of the above items, did the employee complete the return-to-duty process? N/A ___ YES ___ NO ___

NOTE: If you answered “yes” to item 5, you must provide the previous employer’s report. If you answered “yes” to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

Section II-B.

Name of person providing information in Section II-A: _____

Title: _____

Phone #: _____

Date: _____

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— BUS DRIVER OR DRIVER APPLICANT —
REFUSAL TO SUBMIT TO TESTING

I hereby refuse to submit to drug/alcohol testing by doing the following:

- G Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;
- G Failing to remain at the testing site until the testing process is complete;
- G Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;
- G Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;
- G Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;
- G Failing or declining to take a second test as directed;
- G Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);
- G Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form;
- G Failing to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;
- G Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- G Admitting to the collector or MRO that the driver adulterated or substituted the specimen; or
- G Having a verified adulterated or substituted test as reported by the MRO.

[An applicant who fails to appear for a preemployment test, who leaves the testing site before the preemployment testing process commences, or who does not provide a urine specimen because he or she left before it commences, is not deemed to have refused to submit to testing.]

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

Date: _____

Time: _____

Signature of Employee/Applicant

Supervisor: _____

Supervisor's Signature

Comments: _____

G Employee refusal to sign

Supervisor's Initials: _____

(D R A F T)

**Independent School District 191
Burnsville–Eagan–Savage**

— PRETEST NOTICE —

I the undersigned employee/job applicant of Independent School District No. 191, Burnsville-Eagan-Savage, Minnesota (“School District”) do hereby acknowledge that I have been provided a copy of the School District’s Drug and Alcohol Testing Policy.

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

(D R A F T)

**Independent School District 191
Burnsville–Eagan–Savage**

[Employee Name]
[Employee Address]

**RE: Drug and/or Alcohol Test
[Date of Testing]**

NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

Test Results:

Independent School District No. 191, Burnsville-Eagan-Savage, Minnesota has received the test result report from the testing laboratory:

- Your initial screening test result was negative.
- Your confirmatory test result was negative.
- Your confirmatory test result was positive.

Test Result Report:

You have the right to request and receive from the school district a copy of the test result on any drug or alcohol test.

Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information

to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled “Explanation of Positive Test Result” for this purpose.

Right to Request Confirmatory Retests:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your intention to obtain a confirmatory retest.

Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against you.

Other Rights:

In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request or require rehabilitation of an employee whose position does not require a commercial driver’s license on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

2. The school district may not discharge an employee whose position does not require a commercial driver’s license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

- a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
3. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
 4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.
 5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

B. Withdrawal of Applicant's Job Offer

If a job applicant for a position that does not require a commercial driver's license has received a job offer made contingent on the applicant passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

(D R A F T)

**Independent School District 191
Burnsville–Eagan–Savage**

EXPLANATION OF POSITIVE TEST RESULT

I the undersigned employee/job applicant of Independent School District No. 191, Burnsville-Eagan-Savage Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive test result on a confirmatory test.

I am currently taking or have recently taken:

- no over-the-counter or prescription medications; or
- the following over-the-counter or prescription medications:

I also offer the following information relevant to the reliability of, or explanation for, a positive test result:

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— ACKNOWLEDGMENT —
DRUG AND ALCOHOL TESTING POLICY

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. 191, Burnsville-Eagan-Savage Minnesota and have read it in its entirety.

The District's policy was provided to me:

- Upon adoption of the policy. (employee).
- Upon my hire. (job applicant/new employee).
- After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing. (job applicant).

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

Adopted: 6/89
Reviewed: 1/28/2016
Revised: 5/93, 2/11/2016
Rescinds: GBCB-R, JFCH

Burnsville-Eagan-Savage School District Policy 417

417 CHEMICAL USE AND ABUSE

I. PURPOSE

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. The school board believes that the Independent School District 191 has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention and to maintain a safe and healthful environment for students by prohibiting the use of alcohol, toxic substances and controlled substances without a health care provider's prescription.

II. GENERAL STATEMENT OF POLICY

- A. The unlawful manufacture, distribution, dispensation, possession, use or being under the influence of controlled substances, toxic substances, prescription drugs and over-the-counter preparations (without a health care provider's prescription) or alcohol before, during, or after school hours, at school or in or on other school premises, including any vehicles owned or operated by or for the District, or at any school sponsored activity regardless of location is prohibited in accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School. Paraphernalia associated with controlled substances is prohibited.
- B. It is the policy of this school district is to provide an instructional program in every elementary and secondary school regarding chemical abuse and the prevention of chemical dependency.
- C. The school district shall establish and maintain in every school a multi-disciplinary team called the Student Teacher Assistance Team (STAT) to identify students who have chemical health, use or abuse related issues including, but not limited to:
 - 1. Students affected by the chemical use or abuse of others,
 - 2. Students requiring awareness of their own chemical use or abuse and of existing community resources for counseling and treatment,
 - 3. Students requiring support during re-entry into the school after disciplinary action due to chemical use or abuse or, on student request, after their involvement in a treatment program for chemical use or abuse.

- D. The school district shall establish and maintain a program to educate and assist employees, students and others in understanding this policy and the goals of achieving drug-free schools and workplaces. The school district will offer staff development opportunities in chemical health, use and abuse issues available to all school district employees and promote opportunities for vetted community education programs available to parents and community members on topics of chemical health, use and abuse prevention.

III. DEFINITIONS

- A. “Chemical abuse” means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the student’s or staff member’s normal function in academic, school, or social activities is chronically impaired.
- B. “Chemicals” includes but is not limited to alcohol, toxic substances, prescription, non-prescription and controlled substances as defined in the school district’s Drug-Free Workplace/Drug-Free School policy.
- C. “Use” includes to sell, buy, manufacture, distribute, dispense, use, or be under the influence of chemicals, whether or not for the purpose of receiving remuneration.
- D. “School location” includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off-school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- E. “Student Teacher Assistance Team (STAT)” is a school based multi-disciplinary team that consists of grade-level or content level teachers, administrators and student support services staff (e.g., school nurse, school social worker, school psychologist, school guidance counselor, school-linked mental health provider, etc.). STAT meets regularly to review/analyze instructional/behavior problems presented by referring teachers who have attempted interventions and supports in their classrooms/settings. This team assists the teachers to design an intervention plan that is targeted and measurable over a specific period of time.

IV. STUDENTS

- A. Instruction
 - 1. Every school shall provide an instructional program in chemical use and abuse and the prevention of chemical dependency. The school district

may involve parents, students, health care professionals, state department staff, and members of the community in developing the curriculum.

2. Each school shall have age-appropriate and developmentally based activities that:
 - a. address the consequences of the illegal use of chemicals,;
 - b. promote a sense of individual responsibility;
 - c. teach students that most people do not illegally use drugs;
 - d. teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;
 - e. teach students about the dangers of emerging drugs;
 - f. engage students in the learning process; and
 - g. incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.
3. Each school shall disseminate drug prevention information within the school and to families.
4. The district will offer professional development opportunities and training for, and involvement of, school personnel, student services personnel, parents, and interested community members in prevention, education, early identification and intervention, mentoring, or treatment referral, as related to chemical use and abuse.
5. Each school shall have drug prevention activities.

B. Multi-Disciplinary Team

1. Every school shall have a chemical use and abuse multi-disciplinary team incorporated by the Student Teacher Assistance Team (STAT) designated by the superintendent or designee.
2. STAT is responsible for addressing reports of chemical use and abuse issues and making recommendations for appropriate responses to the individual reported cases.
3. After receiving an individual report, the STAT shall provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical use and abuse.

C. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minn. Stat. § 13.32 and applicable federal law and regulations.
2. Destruction of Records

All documentation of preassessment, assessment and follow up related to chemical use and chemical abuse will be retained following the district's record retention schedule.

D. Consent

Following the MN Minor Consent law, any minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

V. EMPLOYEES

- A. The superintendent or designee shall undertake and maintain a drug-free awareness and prevention program to inform employees, students, and others about:
1. The dangers and health risks of chemical use and abuse in the workplace/school.
 2. The school district's drug-free workplace/drug-free school policy.
 3. Any available drug or alcohol counseling, treatment, re-entry, and/or assistance programs available to employees.
 4. The penalties that may be imposed on employees for drug abuse violations.
- B. The superintendent or designee shall notify any federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice of a conviction of an employee for a criminal drug statute violation occurring in the workplace. To facilitate the giving of such notice, any employee aware of such a conviction shall report the same to the superintendent.

VI. EXCEPTIONS

- A. It shall not be a violation of this policy for a student to bring onto a school location, for such student's own use, a controlled substance which has a currently accepted medical use in treatment in the United States and the student has a

licensed health care provider's prescription for the substance and associated necessary paraphernalia, such as an inhaler or syringe. The student shall comply with the relevant district policies regarding student medication.

Legal References: Minn. Stat. § 13.32 (Educational Data)
 Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
 Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
 Minn. Stat. § 138.163 (Records Management Act)
 Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
 20 U.S.C. §§ 7101-7165 (Safe and Drug-Free Schools and Communities Act)
 41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
 34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)

Cross References: Burnsville-Eagan-Savage School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 Burnsville-Eagan-Savage School District Policy 416 (Drug and Alcohol Testing)
 Burnsville-Eagan-Savage School District Policy 418 (Drug-Free Workplace/Drug Free School)
 Burnsville-Eagan-Savage School District Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 515 (Protection and Privacy of Pupil Records)
 Burnsville-Eagan-Savage School District Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)



**Agenda II.B.4.
February 11, 2016**

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

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

Date: February 11, 2016

Re: Change Order #3 2015 Diamondhead Education Center Early Childhood Program Alterations

RECOMMENDATION: That the Board of Education approve change order #3 for the 2015 Diamondhead Education Center Early Childhood Program Alterations Project in the amount of \$54,628.74.

On April 9, 2015 the School Board approved the bid for the 2015 Diamondhead Education Center Early Childhood Program Alterations Project. Change Order #3 is an add of \$54,628.74 to the contract amount.

Item #1 on this change order was to lower the Bradley handwashing sinks to toddler height in the classrooms and add a handwashing sink in room 63, also included in this change order was to remove and reinstall existing sinks for flooring that was to be installed.

Items #2, #3, #5, #12, #16 and #18 on this change order were additions to the project requested by the school district. This additional work made sense to do while the contractor was in the building and the area was under construction.

Item #4 was to make modifications to the cabinets in room 121 to accommodate a refrigerator.

Item #6 was additional HVAC work in rooms 146, 147 and 172. Fire dampers needed to be added to rooms 172 and 174 and return air grills needed to be added to room 146.

Item #7 was to add a vapor barrier under the new dance floors due to the moisture content in the existing concrete floor.

Item #8 was to add new ceiling tiles in room 124 due to the condition of the old ones.

Item #9, door modification, adding hollow metal frames to replace wood frames that were in bad shape.

Item #10 was to demolish existing column wraps and paint the columns in the dance studio.

Item #11 was to remove old abandoned data lines that were hanging in the suspended ceilings.

Item #13 was to add new ceiling grid in room 35 due to the condition of the existing.

Item #14 was to skim coat existing columns in classroom areas do to existing conditions.

Item #15 was to re-fabricate the counters at the coiling doors in the reception area of community education.

Items #17 and #19 were needed to meet fire code.

Item #20 was a credit for an unused access panel.

Item #21 was to provide floor transitions at the wood floors in the dance studios that were not on the documents.

The percent of change from the original contract amount of \$972,500 is 16.71%.
The new contract amount with change orders is \$1,135,003.35.

The items on this change order have been reviewed and validated by ATS&R Architects and Engineers.

Change Order

PROJECT <i>(Name and address):</i> Diamondhead Education Center Early Childhood Program Alterations Burnsville, Minnesota	CHANGE ORDER NUMBER: 003 DATE: November 19, 2015	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Morcon Construction Co., Inc. 5905 Golden Valley Road Minneapolis, MN 55422	ARCHITECT'S PROJECT NUMBER: 15002.1 CONTRACT DATE: April 09, 2015 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Item #1 - Lower Bradley units, add sink Room 63, reinstall existing sinks. Refer to CR #26 (dated 09/24/15)	ADD	\$3,632.32
Item #2 - Paint additional doors, frames walls per Owner request. Refer to CR #27 (dated 09/24/15)	ADD	\$4,464.74
Item #3 - Additional VCT in Corridor 53 per Owner request. Refer to CR #28 (dated 09/24/15)	ADD	\$1,422.54
Item #4 - Modify cabinets Room 121. Refer to CR #29 (dated 09/24/15), ATS&R Sketch (dated 08/21/15)	ADD	\$1,397.14
Item #5 - Additional light fixtures per Owner request. Refer to CR #30 (dated 09/24/15)	ADD	\$4,712.14
Item #6 - HVAC additional work Rooms 146, 147, 172. Refer to CR #31 (dated 09/24/15)	ADD	\$2,613.41
Item #7 - Vapor barrier under new wood floor. Existing concrete too moist. Refer to CR #32 (dated 09/24/15), Email direction from Glenn Simon (dated 08/25/15) and RFI #60 (dated 08/26/15)	ADD	\$4,602.93
Item #8 - New ACT Room 124. Refer to CR #33 (dated 09/25/15)	ADD	\$167.66
Item #9 - Door modifications. Refer to CR #34 (dated 09/25/15)	ADD	\$440.54
Item #10 - Demo existing column wraps. Refer to CR #35 (dated 09/25/15) and RFI #17 (dated 06/22/15)	ADD	\$304.83
Item #11 - Remove existing data lines. Refer to CR #36 (dated 09/25/15) and RFI #19 (dated 06/18/15)	ADD	\$2,530.00

Item #12 - Additional voice/data jacks per owner request. Per CR #37 (dated 09/25/15) and CR #50 dated (01/19/16)	ADD	\$3,056.27
Item #12 - Window openings Rooms 132 and 138. Refer to CR #38 (dated 09/25/15) and RFI #21 (dated 06/24/15)	ADD	\$457.25
Item # 13 - New ceiling grid Room 35. Refer to CR #39 (dated 09/25/15) and RFI #28 (dated 07/15/15)	ADD	\$2,095.71
Item #14 - Skim coat existing columns. Refer to CR #40 (dated 09/25/15) and RFI #37 (dated 07/16/15)	ADD	\$762.08
Item #15 - Refabricate coiling door counters. Refer to CR #41 (dated 09/25/15) and RFI #41 (dated 07/23/15)	ADD	\$5,746.05
Item #16 - New mirror trim per Owner request. Refer to CR #42 (dated 09/25/15)	ADD	\$660.47
Item #17 - Fire rated window modifications Room 47. Refer to CR #43 (dated 09/25/15)	ADD	\$3,879.47
Item #18 - Installed Owner supplied carpet Room 77. Refer to CR #44 (dated 09/25/15)	ADD	\$340.39
Item #19 - Relocate existing sprinkler heads. Refer to CR #45 (dated 09/25/15) and RFI #42 (dated 07/27/15) and Meeting Minutes 10C (dated 08/05/15)	ADD	\$2,591.06
Item #20 - Provide credit for unused access panels. Refer to RFCOP #5 (dated 11/06/15) and CR #47 (dated 12/22/15)	DEDUCT	(\$825.00)
Item #21 - Provide floor transitions at wood floors in Rooms 140 and 146. Refer to RFCOP #6 (dated 12/11/15) and CR #49 (dated 01/08/16)	ADD	\$9,576.74

TOTAL ADD THIS CHANGE ORDER: \$54,628.74

The original Contract Sum was	\$	972,500.00
The net change by previously authorized Change Orders	\$	107,874.61
The Contract Sum prior to this Change Order was	\$	1,080,374.61
The Contract Sum will be increased by this Change Order in the amount of	\$	54,628.74
The new Contract Sum including this Change Order will be	\$	1,135,003.35

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is UNCHANGED

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Armstrong, Torseth, Skold & Rydeen, Inc.
ARCHITECT (Firm name)

8501 Golden Valley Road, Suite 300,
Minneapolis, MN 55427

ADDRESS

BY (Signature)

Mark G. Hayes, AIA
Partner/Architecture
(Typed name)

DATE

1/24/2016

Morcon Construction Co., Inc.
CONTRACTOR (Firm name)

5905 Golden Valley Road, Minneapolis,
MN 55422

ADDRESS

BY (Signature)

SHAWN OLSON
(Typed name)

DATE

1-27-16

Burnsville-Eagan-Savage Public Schools
OWNER (Firm name)

Independent School District No. 191, 100
River Ridge Court, Burnsville, MN
55337-1613

ADDRESS

BY (Signature)

(Typed name)

DATE



**Agenda II.B.5.
February 11, 2016**

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

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

Date: February 11, 2016

Re: Change Order #059, #060, #061, #062, #064, #065 and #067 for the 2015 Additions and Alterations to Burnsville High School

RECOMMENDATION: That the Board of Education approve change orders #059, #060, #061, #062, #064, #065 and #067 for the 2015 Additions and Alterations to Burnsville High School.

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

Change order #059 for contract #3210 (Midwest Asphalt Corporation) is a deduction in the amount of \$5,647.00. The reason for the deduction is because we are not adding bituminous back in an area on the north side of the building that needed to be removed to update storm sewer piping. The area will be returned to green space.

Change order #060 for contract #3301 (Metro Utilities, Inc.) is in the amount of \$839.00. The added cost is a result of modifying an existing catch basin to accommodate a new casting.

Change order #061 for contract #0600 (Ebert Construction Inc.) is in the amount of \$704.00. The reason for this change was to furnish and install 24 gauge prefinished flashing around two doors in the Annex.

Change order #062 for contract #2300 (Klamm Mechanical Contractors Inc.) is in the amount of \$1,472.00. The reason for this cost increase was to provide a return

air damper and transfer air damper in the Annex heating and ventilating unit. This cost also included replacing the tamper and flow switches for the fire alarm sprinkler system in the warehouse.

Change order #064 for contract #2600 (Peoples Electric CO., Inc.) is in the amount of \$1,347.00. The reason for this cost increase was to move the fire alarm system monitoring (smoke detectors, heat detectors and flow monitoring) in the Annex from the Bosch standalone panel to the high schools Simplex fire alarm system.

Change order #065 for contract #0420 (Crosstown Masonry, Inc.) Is a deduction in the amount of \$2,190.00. The reason for this deduction was to eliminate a CMU wall and change it to a poured concrete wall to speed up construction.

Change order #067 for contract #2300 (Klamm Mechanical Contractors Inc.) is in the amount of \$4,861.00. The cost change was to supply a filter/regulator/lubricator for the pneumatic system in the Annex. This cost also included camera investigation and jetting out of existing sewer systems.

To date total change orders in amount of \$544,681.00 to the 45 original contract amounts of \$37,734,946.00 brings the total contracts with change orders to \$38,279,627.00. This represents change orders of 1.44% of original bid amounts.

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

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JAN 07 2016

JAN 15 2016

OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PCO # 059
56

(Instructions on reverse side)

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

CHANGE ORDER NO.: 3210.003
 INITIATION DATE: 12/16/15
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #3210
 Asphalt Paving/Curbs
 CONTRACT DATE: 8/13/2015

TO CONTRACTOR: MIDWEST ASPHALT CORPORATION
 (Name and address) 6340 INDUSTRIAL DRIVE SUITE #200
 EDEN PRAIRIE, MINNESOTA 55346

The Contract is changed as follows:

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

RECEIVED

JAN 13 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (Six hundred thirty thousand Price) was	\$	921,900.00
Net change by previously authorized Change Orders	\$	12,702.00
The (Contract Sum) (Six hundred thirty thousand Price) prior to this Change Order was	\$	934,602.00
The (Contract Sum) (Six hundred thirty thousand Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	(5,647.00)
The new (Contract Sum) (Six hundred thirty thousand Price) including this Change Order will be ...	\$	928,955.00
The Contract Time will be (increased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *Ladd Duem* DATE 1/8/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *W J Fup* DATE 1/13/16

MIDWEST ASPHALT CORPORATION
 CONTRACTOR
 6340 Industrial Drive, Suite #200, Eden Prairie, MN 55346
 ADDRESS
 BY *Frank Hoff* DATE 1/15/16

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 12/16/2015

Contractor:

Midwest Asphalt Corporation

P. O. Box 5477

Hopkins, MN 55343

Architect's Project No:

Contract Date:

Contract Number: 3210

Change Order Number: 003

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-024	001	Deduct for gravel and bituminous not being placed per PR 024.	-5,647

The original Contract (s) Value was.....	921,900
Sum of changes by prior Change Orders.....	12,702
The Contract Value prior to this Change Order was.....	934,602
The Contract Value will be changed by this Change Order in the amount of.....	-5,647
The new Contract Value including this Change Order will be.....	928,955
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

DL

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JAN 04 2016

JAN 14 2016

OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PCO # 60
58

(Instructions on reverse side)

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

CHANGE ORDER NO.: 3301.001
 INITIATION DATE: 12/17/15
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #3301
 Site Utilities
 CONTRACT DATE: 8/13/2015

TO CONTRACTOR: METRO UTILITIES, INC.
 (Name and address) 9656 161ST AVENUE NW
 ELK RIVER, MINNESOTA, 55330

The Contract is changed as follows:

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

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JAN 07 2016

ARMSTRONG, TORSETH, SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	288,750.00
Net change by previously authorized Change Orders	\$	0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	288,750.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	839.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ...	\$	289,589.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* 1/14/16
 DATE

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* 1/13/16
 DATE

METRO UTILITIES, INC.
 CONTRACTOR
 9656 161st Avenue NW, Elk River, MN 55330
 ADDRESS
 BY *[Signature]* 12-31-15
 DATE

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 12/17/2015

Contractor:

Metro Utilities, Inc.

9656 161st Avenue NW

Elk River, MN 55330

Architect's Project No:

Contract Date:

Contract Number: 3301

Change Order Number: 001

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-024	005	Existing catch basin adjustment per PR 24.	839

The original Contract (s) Value was.....	288,750
Sum of changes by prior Change Orders.....	0
The Contract Value prior to this Change Order was.....	288,750
The Contract Value will be changed by this Change Order in the amount of.....	839
The new Contract Value including this Change Order will be.....	289,589
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JAN 0 6 2016

JAN 1 4 2016

OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PCO # 061
60

(Instructions on reverse side)

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

CHANGE ORDER NO.: 0600.014

INITIATION DATE: 12/23/15

PROJECT NOS.: 301504.01

TO CONTRACTOR: EBERT, INC. D/B/A EBERT CONSTRUCTION
 (Name and address) 23350 COUNTY ROAD 10
 CORCORAN, MINNESOTA 55357

CONTRACT FOR: Contract #0600
General Construction
Shop Annex

CONTRACT DATE: 5/28/2015

The Contract is changed as follows:

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

RECEIVED

JAN 1 1 2016

-ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	671,900.00
Net change by previously authorized Change Orders	\$	70,080.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	741,980.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	704.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ...	\$	742,684.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE 1/7/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* DATE 1/13/16

EBERT, INC. D/B/A EBERT CONSTRUCTION
 CONTRACTOR
 23350 County Road 10, Corcoran, MN 55357
 ADDRESS
 BY *[Signature]* DATE 1/6/16

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 12/23/2015

Contractor:

Ebert Inc.
23350 County Road 10
Corcoran, MN 55357

Architect's Project No:

Contract Date:

Contract Number: 0600

Change Order Number: 014

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-061	001	Add break metal closures at two doors.	704

The original Contract (s) Value was.....	671,900
Sum of changes by prior Change Orders.....	70,080
The Contract Value prior to this Change Order was.....	741,980
The Contract Value will be changed by this Change Order in the amount of.....	704
The new Contract Value including this Change Order will be.....	742,684
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JAN 06 2016

JAN 14 2016

OWNER X
 CONSTRUCTION MANAGER X
 ARCHITECT X
 CONTRACTOR X
 FIELD
 OTHER

PCO # 062
62

(Instructions on reverse side)

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

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

CHANGE ORDER NO.: 2300.005
 INITIATION DATE: 12/23/15
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #2300
 Mechanical
 CONTRACT DATE: 5/28/2015

The Contract is changed as follows:

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

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JAN 11 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	900,000.00
Net change by previously authorized Change Orders	\$	12,024.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	912,024.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	1,472.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be ...	\$	913,496.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *[Signature]* DATE 1/7/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *[Signature]* DATE 1/13/16

KLAMM MECHANICAL CONTRACTORS, INC.
 CONTRACTOR
 12409 County Road 11, Burnsville, MN 55337
 ADDRESS
 BY *[Signature]* DATE 1/4/16

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 12/23/2015

Contractor:

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

Architect's Project No:

Contract Date:

Contract Number: 2300

Change Order Number: 005

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
PR-040	001	Provide return air damper and transfer air damper in annex per PR 040.	625
RCO-063	002	Replace tamper and flow switches in the warehouse.	847

The original Contract (s) Value was.....	900,000
Sum of changes by prior Change Orders.....	12,024
The Contract Value prior to this Change Order was.....	912,024
The Contract Value will be changed by this Change Order in the amount of.....	1,472
The new Contract Value including this Change Order will be.....	913,496
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JAN 13 2016

OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PCO # 064
64

(Instructions on reverse side)

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

CHANGE ORDER NO.: 2600.014
 INITIATION DATE: 12/23/15
 PROJECT NOS.: 301504.01
 CONTRACT FOR: Contract #2600
 Electrical
 CONTRACT DATE: 5/28/2015

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

The Contract is changed as follows:

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

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JAN 13 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	566,500.00
Net change by previously authorized Change Orders	\$	73,813.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	640,313.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (<u>unchanged</u>) by this Change Order	\$	1,347.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	641,660.00
The Contract Time will be (increased) (decreased) (<u>unchanged</u>) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.
 CONSTRUCTION MANAGER
 7500 Olson Memorial Hwy, Golden Valley, MN 55427
 ADDRESS
 BY *Todd Deen* DATE 1/8/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS
 ARCHITECT
 8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
 ADDRESS
 BY *W J Jeps* DATE 1/13/16

PEOPLES ELECTRIC CO., INC.
 CONTRACTOR
 277 East Fillmore Avenue, St. Paul, MN 55107
 ADDRESS
 BY *Paul Givens* DATE 1/4/2016

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 12/23/2015

Contractor:

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

Architect's Project No:

Contract Date:

Contract Number: 2600

Change Order Number: 014

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-058	001	Transfer smoke, heat, tamper and flow monitoring to the simplex system from the bosch panel per RFI 21.	1,347
RCO-063	001	Applying wiring of tamper switch to allowance.	0

The original Contract (s) Value was.....	566,500
Sum of changes by prior Change Orders.....	73,813
The Contract Value prior to this Change Order was.....	640,313
The Contract Value will be changed by this Change Order in the amount of.....	1,347
The new Contract Value including this Change Order will be.....	641,660
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa **JAN 08 2016**
JAN 15 2016

OWNER	<input checked="" type="checkbox"/>	PCO #	065
CONSTRUCTION MANAGER	<input checked="" type="checkbox"/>		66
ARCHITECT	<input checked="" type="checkbox"/>		
CONTRACTOR	<input checked="" type="checkbox"/>		
FIELD	<input type="checkbox"/>		
OTHER	<input type="checkbox"/>		

(Instructions on reverse side)

PROJECT:	2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #3 600 EAST HIGHWAY 13 BURNSVILLE, MINNESOTA 55337	CHANGE ORDER NO.:	0420.002
(Name and address)		INITIATION DATE:	12/29/15
TO CONTRACTOR:	CROSTOWN MASONRY, INC. 1322 159TH AVENUE NE HAM LAKE, MINNESOTA 55304	PROJECT NOS.:	301504.01
(Name and address)		CONTRACT FOR:	<u>Contract #0420</u> Masonry
		CONTRACT DATE:	8/13/2015

The Contract is changed as follows:

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

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JAN 13 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (Contracted Maximum Price) was	\$	1,240,000.00
Net change by previously authorized Change Orders	\$	4,477.00
The (Contract Sum) (Contracted Maximum Price) prior to this Change Order was	\$	1,244,477.00
The (Contract Sum) (Contracted Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	(2,190.00)
The new (Contract Sum) (Contracted Maximum Price) including this Change Order will be	\$	1,242,287.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.
CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS
BY [Signature] DATE 1/8/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS
ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS
BY [Signature] DATE 1/13/16

CROSTOWN MASONRY, INC.
CONTRACTOR
1322 159th Avenue NE, Ham Lake, MN 55304
ADDRESS
BY [Signature] DATE 1/16/16

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 12/29/2015

Contractor:

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

Architect's Project No:

Contract Date:

Contract Number: 0420

Change Order Number: 002

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-060	002	Deductive cost for change to concrete wall from CMU per RFI 160.	-2,190

The original Contract (s) Value was.....	1,240,000
Sum of changes by prior Change Orders.....	4,477
The Contract Value prior to this Change Order was.....	1,244,477
The Contract Value will be changed by this Change Order in the amount of.....	-2,190
The new Contract Value including this Change Order will be.....	1,242,287
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

JAN 21 2016
JAN 27 2016

OWNER
CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PCO # 067
68

(Instructions on reverse side)

PROJECT: <i>(Name and address)</i>	2015 ADDITIONS & ALTERATIONS TO BURNSVILLE HIGH SCHOOL BP #1 600 EAST HIGHWAY 13 BURNSVILLE, MINNESOTA 55337	CHANGE ORDER NO.:	2300.006
TO CONTRACTOR: <i>(Name and address)</i>	KLAMM MECHANICAL CONTRACTORS, INC. 12409 COUNTY ROAD 11 BURNSVILLE, MINNESOTA 55337	INITIATION DATE:	12/29/15
		PROJECT NOS.:	301504.01
		CONTRACT FOR:	<u>Contract #2300</u> Mechanical
		CONTRACT DATE:	5/28/2015

The Contract is changed as follows:

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

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JAN 25 2016

ARMSTRONG, TORSETH
SKOLD & RYDEEN, INC.

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

The original (Contract Sum) (Contracted Maximum Price) was	\$	900,000.00
Net change by previously authorized Change Orders	\$	13,496.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	913,496.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	4,861.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	918,357.00
The Contract Time will be (increased) (decreased) (unchanged) by	zero	(-0-) days
The date of Substantial Completion as of the date of this Change Order therefore is		unchanged.

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

WENCK CONSTRUCTION INC.
CONSTRUCTION MANAGER
7500 Olson Memorial Hwy, Golden Valley, MN 55427
ADDRESS
BY *[Signature]* DATE 1/21/16

ARMSTRONG, TORSETH, SKOLD, & RYDEEN ARCHITECTS
ARCHITECT
8501 Golden Valley Road, Ste. 300, Mpls., MN 55427
ADDRESS
BY *[Signature]* DATE 1/25/16

KLAMM MECHANICAL CONTRACTORS, INC.
CONTRACTOR
12409 County Road 11, Burnsville, MN 55337
ADDRESS
BY *[Signature]* DATE 1/18/16

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



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Change Order

Burnsville High School

Project # 30150401

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

Date: 12/29/2015

Contractor:

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

Architect's Project No:

Contract Date:

Contract Number: 2300

Change Order Number: 006

The Contract is hereby revised by the following items:

PCO	Item #	Description	Amount
RCO-055	001	Camera existing sewer lines and purchase new filter/regulator.	4,861

The original Contract (s) Value was.....	900,000
Sum of changes by prior Change Orders.....	13,496
The Contract Value prior to this Change Order was.....	913,496
The Contract Value will be changed by this Change Order in the amount of.....	4,861
The new Contract Value including this Change Order will be.....	918,357
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Change Order is.....	

BHS Budget Report with Change Orde

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Precent of Change	Numer of Change Orders	Contract Amount With Change Orders	Precent of Completion
Bid Pack #1								
Contract #0600 General Construction Shop Annex	Ebert Construction	\$919,600.00	\$671,900.00	\$70,784.00	10.53%	14	\$742,684.00	94.34%
Contract #2300 Mechanical	Klamm Mechanical	\$647,800.00	\$900,000.00	\$18,357.00	2.04%	6	\$918,357.00	98.91%
Contract #2600 Electrical	Peoples Electric	\$293,600.00	\$566,500.00	\$75,160.00	13.27%	14	\$641,660.00	91.48%
Contract #3110 Site Demolition and Improvements	Max Steininger Inc.	\$775,285.10	\$530,000.00	\$330,107.00	62.28%	7	\$860,107.00	80.42%
Contract #3300 Site Utility Relocation	Veit & Co.	\$243,170.00	\$410,000.00	\$115,109.00	28.08%	5	\$525,109.00	82.74%
Contract #0240 Building Demolition	Veit & Co.	\$366,047.14	\$71,039.00	\$30,496.00	42.93%	5	\$101,535.00	93.70%
		<u>\$3,245,502.24</u>	<u>\$3,149,439.00</u>	<u>\$640,013.00</u>			<u>\$3,789,452.00</u>	
Bid Pack #2								
Contract #0345 Precast Concrete Wall Panels	Wells Concrete	\$2,403,594.00	\$2,615,000.00	(\$120,000.00)	-4.59%	1	\$2,495,000.00	51.92%
		<u>\$2,403,594.00</u>	<u>\$2,615,000.00</u>	<u>(\$120,000.00)</u>			<u>\$2,495,000.00</u>	
Bid Pack #3								
Contract #0420 Masonry	Crosstown Masonry Incorporated	\$1,305,616.00	\$1,240,000.00	\$2,287.00	0.18%	2	\$1,242,287.00	9.20%
Contract #3301 Site Utilities	Metro Utilities, Inc.	\$181,880.00	\$288,750.00	\$839.00	0.29%	1	\$289,589.00	24.41%
Contract #3290 Landscaping/Irrigation Systems	Urban Companies, LLC	\$305,275.00	\$240,069.00	\$5,740.00	2.39%	2	\$245,809.00	16.05%
Contract #3210 Asphalt Paving/Curbs	Midwest Asphalt Corporation	\$1,244,655.00	\$921,900.00	\$7,055.00	0.77%	3	\$928,955.00	12.49%
Contract #3100 Earthwork/Site Demolition	Max Steininger Inc.	\$1,179,458.00	\$1,071,000.00	\$1,035.00	0.10%	1	\$1,072,035.00	45.35%
Contract #2202 Mechanical	Klamm Mechanical	\$551,250.00	\$872,000.00	(\$4,143.00)	-0.48%	1	\$867,857.00	9.77%
Contract #0510 Structural Steel Erection	Red Cedar Steel Erectors, Inc.	\$599,057.00	\$582,300.00	\$0.00	0.00%	0	\$582,300.00	3.26%
Contract #0340 Structural Precast Concrete	Wells Concrete	\$1,013,719.00	\$933,340.00	\$0.00	0.00%	0	\$933,340.00	52.73%
Contract #0330 Cast-In-Place Concrete	Northland Concrete & Masonry, LLC	\$2,739,043.00	\$2,617,189.00	\$11,855.00	0.45%	2	\$2,629,044.00	34.38%
Contract #0241 Building Demolition	Lloyd's Construction Services Inc.	\$146,221.00	\$285,155.00	\$0.00	0.00%	0	\$285,155.00	76.00%
Contract #0512 Structural Steel Supply	American Structural Metals, Inc.	\$788,856.00	\$898,900.00	\$0.00	0.00%	0	\$898,900.00	0.00%

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
		<u>\$10,055,030.00</u>	<u>\$9,950,603.00</u>	<u>\$24,668.00</u>			<u>\$9,975,271.00</u>	71
Bid Pack #4								
Contract #0790 Caulking/Firestopping/Traffic Coatings	The Caulkers Company, Inc.	\$96,495.00	\$86,900.00	\$0.00	0.00%	0	\$86,900.00	0.00%
Contract #0335 Polished Concrete Floors	Questmark Flooring	\$33,633.60	\$15,969.00	\$0.00	0.00%	0	\$15,969.00	0.00%
Contract #0511 Miscellaneous Metals - Erection	Red Cedar Steel Erectors, Inc.	\$58,387.35	\$126,500.00	\$0.00	0.00%	0	\$126,500.00	0.00%
Contract #0550 Miscellaneous Metals Fabrication- Supply	American Structural Metals, Inc.	\$411,285.00	\$802,450.00	\$0.00	0.00%	0	\$802,450.00	0.00%
Contract #0990 Painting	Fransen Decorating, Inc.	\$401,378.25	\$230,305.00	\$0.00	0.00%	0	\$230,305.00	0.00%
Owner Direct - Architectural Purchase	Haldeman-Homme Inc.	\$1,636,582.50	\$1,084,781.00	\$0.00	0.00%	0	\$1,084,781.00	0.00%
Contract #2601 Electrical/Communications/Security/Paging	Peoples Electric	\$3,736,950.00	\$3,558,650.00	\$0.00	0.00%	0	\$3,558,650.00	4.07%
Contract #2305 Testing and Balancing	Marcus Global, Inc.	\$71,299.20	\$67,800.00	\$0.00	0.00%	0	\$67,800.00	0.00%
Contract #2302 HVAC/Temperature Controls	Thelen Heating & Roofing, Inc.	\$3,479,700.00	\$2,751,800.00	\$0.00	0.00%	0	\$2,751,800.00	2.19%
Contract #2200 Plumbing and Heating	El-Jay Plumbing & Heating, Inc.	\$3,709,440.00	\$3,269,000.00	\$0.00	0.00%	0	\$3,269,000.00	0.88%
Contract #2100 Fire Protection	Total Fire Protection, Inc.	\$427,798.35	\$418,890.00	\$0.00	0.00%	0	\$418,890.00	0.00%
Contract #1440 Wheelchair Lift	DRN Enterprises, d.b.a Arrow Lift	\$15,750.00	\$26,989.00	\$0.00	0.00%	0	\$26,989.00	0.00%
Contract #1420 Elevators	ThyssenKrupp Elevator Americas	\$189,000.00	\$200,047.00	\$0.00	0.00%	0	\$200,047.00	0.00%
Contract #1140 Food Service Equipment	Advanced Contract Equipment and Design	\$15,750.00	\$18,381.00	\$0.00	0.00%	0	\$18,381.00	0.00%
Contract #0610 Selective Demolition/Carpentry	George F. Cook Construction Co.	\$1,521,190.65	\$1,443,000.00	\$0.00	0.00%	0	\$1,443,000.00	0.00%
Contract #1022 Folding Panel Partitions	W.L. Hall Company	\$61,425.00	\$52,904.00	\$0.00	0.00%	0	\$52,904.00	1.03%
Contract #0750 Roofing and Metal Panels	Palmer West Construction Company, Inc.	\$2,206,743.00	\$1,603,200.00	\$0.00	0.00%	0	\$1,603,200.00	0.00%
Contract #0966 Epoxy Terrazzo Flooring	Advance Terrazzo Flooring	\$612,417.75	\$508,000.00	\$0.00	0.00%	0	\$508,000.00	0.00%
Contract #0965 Resilient Flooring/Carpet	Floors by Becker, Inc.	\$368,131.05	\$431,132.00	\$0.00	0.00%	0	\$431,132.00	0.00%
Contract #0950 Acoustical Ceilings	Kirk Acoustics	\$383,939.85	\$300,280.00	\$0.00	0.00%	0	\$300,280.00	0.00%
Contract #0930 Tile	Multiple Concepts Interiors, Inc.	\$886,415.25	\$1,324,000.00	\$0.00	0.00%	0	\$1,324,000.00	0.00%

Information	Company	Wenck Estimates	Awarded Bid	Change Orders To Date	Percent of Change	Numer of Change Orders	Contract Amount With Change Orders	Percent of Completion
Contract #0920 Drywall/Cold Formed Metal Framing/DEF	Commercial Drywall, Inc.	\$1,222,033.05	\$609,850.00	\$0.00	0.00%	0	\$609,850.00	3.89%
Contract #0840 Aluminum Entrances I Storefronts I Curta	Envision Glass, Inc.	\$1,668,936.15	\$1,276,534.00	\$0.00	0.00%	0	\$1,276,534.00	0.00%
Contract #0833 Coiling/Overhead Doors	Overhead Door of the Northland	\$76,125.00	\$73,689.00	\$0.00	0.00%	0	\$73,689.00	0.00%
Contract #0810 Doors/Frames/Hardware - Supply	Kendell Doors & Hardware, Inc.	\$445,068.75	\$409,848.00	\$0.00	0.00%	0	\$409,848.00	0.00%
Owner Direct - Chiller Plant Purchase	Train Co.	\$1,470,000.00	\$1,296,580.00	\$0.00	0.00%	0	\$1,296,580.00	0.00%
Contract #1044 Signage	Walker Sign Holdings, Inc.	\$47,250.00	\$32,425.00	\$0.00	0.00%	0	\$32,425.00	0.00%
		<u>\$25,253,124.75</u>	<u>\$22,019,904.00</u>	<u>\$0.00</u>			<u>\$22,019,904.00</u>	
	Grand Totals	<u>\$40,957,250.99</u>	<u>\$37,734,946.00</u>	<u>\$544,681.00</u>	1.44%		<u>\$38,279,627.00</u>	
							<u>\$41,716,739.00</u>	

REVIEW AND COMMENT CONSTRUCTION BUDGET WITH ALTERNATIVE FACILITIES FUNDING



**Agenda III.A.
February 11, 2016**

To: Board of Education

From: Dr. Stacie Stanley, Director of Equity and Integrated Student Services

Date: February 4, 2016

Re: **Report on Progress of Culturally Proficient School System (CPSS)**

Receive a report from Dr. Stacie Stanley, director of equity and integrated student services on progress of Culturally Proficient School System.

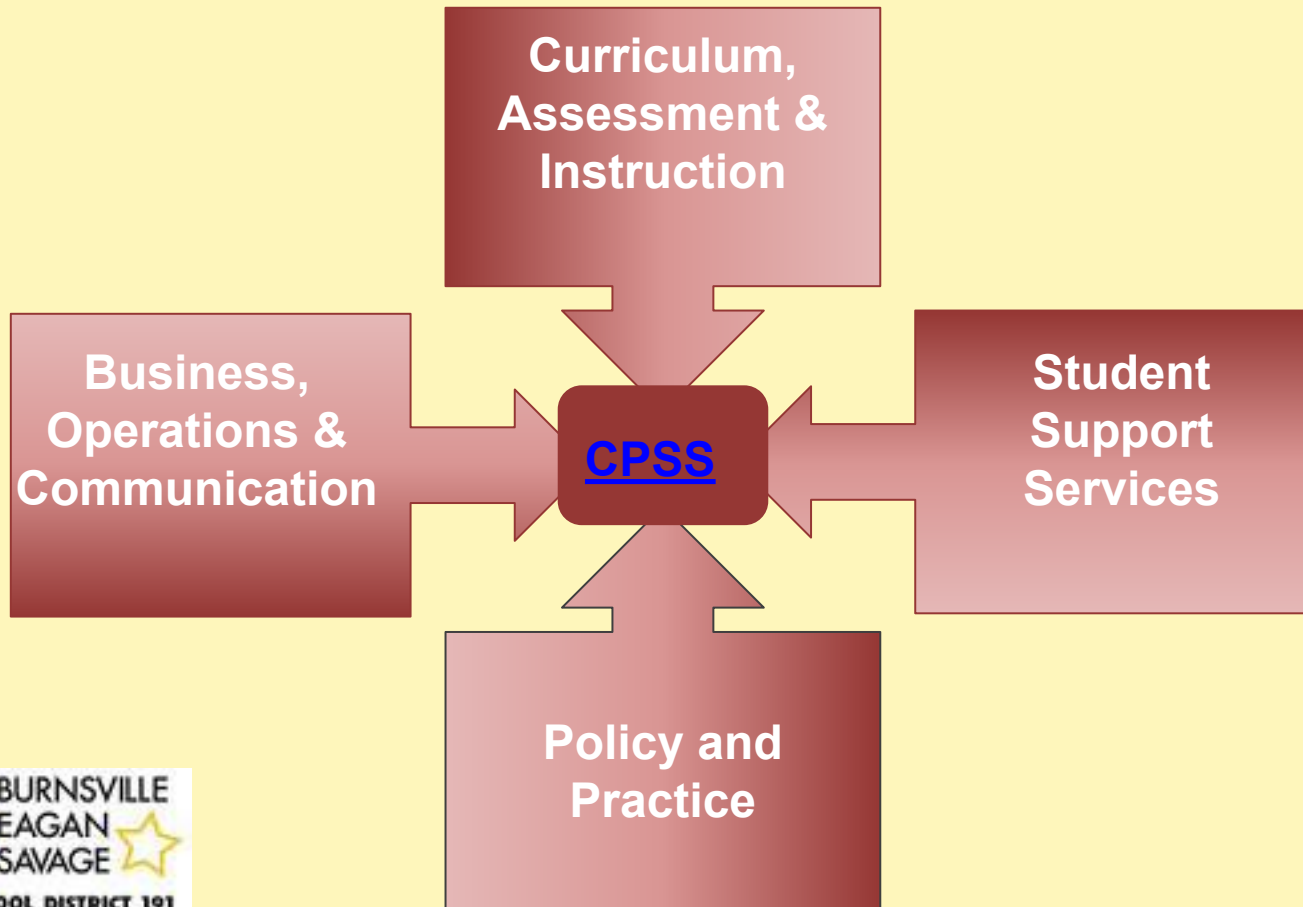
Attachment:
Presentation

Culturally Proficient School Systems Implementation: Progress Update

**School Board Meeting
February 11, 2016**

Strategic Direction:

Create a Culturally Proficient School System



Who: Leadership Implementation Teams



Leadership Development

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- **Teacher Leadership Academy**
 - 4 hours Cultural Proficiency (CP) Foundations
 - Monthly face-to-face professional development
 - Use of Schoology Learning Mgmt System
- **Continuous Improvement Coaches**
 - 4 hours Cultural Proficiency (CP) Foundations
 - Monthly face-to-face
- **Student Support Services**
 - Monthly Training for Elementary Social Workers & Cultural Liaison

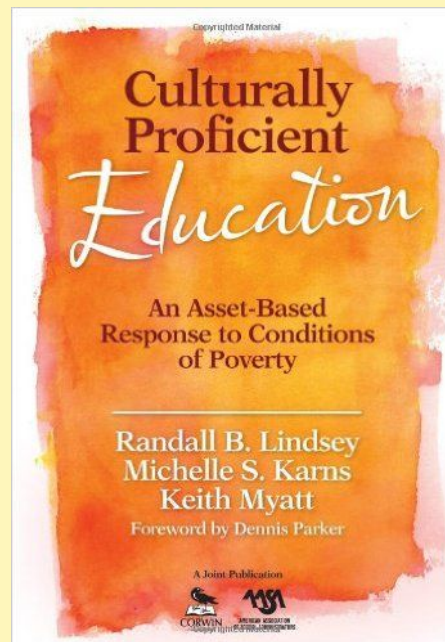
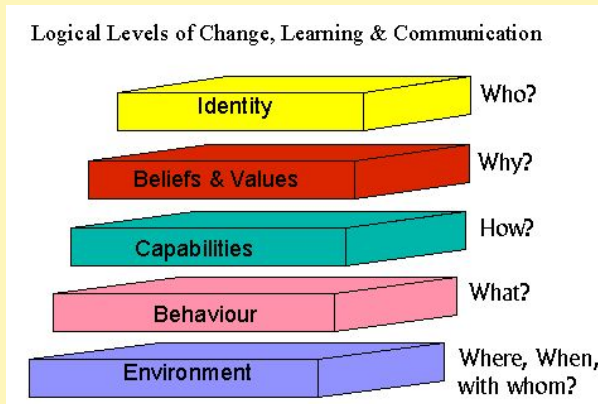
Leadership Development

78

- **Principals, APs, Program Supervisors, Special Education, TLT & Technology Coordinators**
 - Nearly 120 hours of Professional Development
- **Clerical Staffing**
 - March 2016
- **Business & Operations Leaders**
 - 40 hours CP foundations
 - Monthly face-to-face
- **Superintendent Leadership Team:**
 - Nearly 163 Hours of Professional Development

CPSS Implementation Pilot Site

- Monthly Professional Development
- Examining personal beliefs, values and assumptions
- Tools of Cultural Proficiency
- Sioux Trail Staff Reflection



The Barriers: Caveats that assist in overcoming resistance to change	The Guiding Principles: Underlying values of the approach
The Continuum: Language for describing both healthy and nonproductive policies, practices, and individual values and behaviors	The Essential Elements: Behavioral standards for measuring and planning for growth toward cultural proficiency

- **Nutrition Services**
- **Communication**
- **Student Enrollment**



THE *Culturally Proficient* SCHOOL

An Implementation Guide for School Leaders

Russell B. Lindsay | Laraine M. Roberts
Franklin Campbell Jones | 10022222222222222222

2

2016-2017 School year

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- **District-wide school & program level training**
- **Paraprofessional Training**
- **Student Support Services Training**

Clarifying Questions



**Agenda III.B
February 11, 2016**

To: Members, Board of Education

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

Date: February 4, 2016

Re: Award Bids for Sky Oaks, Nicollet, Edward Neill and Harriet Bishop Projects

RECOMMENDATION: That the Board of Education awards the Sky Oaks, Nicollet, Edward Neill and Harriet Bishop bids to the following contractors and authorizes the signing of contracts with said contractors.

Contract#	Type	Contractor	Amount
0610	General Construction	CM Construction Company, Inc.	\$1,675,000
2330	Mechanical	Cool Air Mechanical	\$490,500
2600	Electrical/ Communications/ Security/ Sound	CM Construction Company, Inc.	\$466,750
	Total all Contracts		\$2,632,250

On Tuesday January 26, 2016 the Burnsville-Eagan-Savage School District opened sealed bids at 2:00 p.m. Wenck Construction, ATS&R and Glenn Simon were present for the bid opening. The attached recommendation letter from Wenck Construction includes the details of each proposed bid and the recommended lowest responsible bidder for each contract. A letter of Bid Withdrawal was received from the apparent low bidder, Sheehy Construction Company. We have accepted this withdrawal and have since verified the next apparent low bidder. Due to this project utilizing a Construction Management as agent (WCI) there is not one general contractor; rather, there are a few prime contractors which will require awarding of bids to each and the signing of a contract with each prime contractor.

The contracts for contractors have been developed with the assistance of our construction attorney, Michael Rowley of Terhaar, Archibald, Pfefferle, and Griebel, LLP (TAP&G); Wenck Construction Incorporated (WCI); and Krause Anderson (Property Casualty Insurance) representation. This contract will be finalized in the coming weeks. We ask that the board authorize the signing of this contract to allow for the work to begin as soon as possible.

Attachment: WCI recommendation and bid tab summary



February 3, 2016

Independent School District #191
 100 River Ridge Court
 Burnsville, MN 55337

ATTENTION: Mr. Glenn Simon

**RE: ISD #191 – SKY OAKS/EDWARD NEILL/HARRIET BISHOP
 ELEMENTARY SCHOOLS/NICOLLET JHS RECOMMENDATION FOR
 CONTRACT AWARD**

Dear Mr. Simon:

Based upon bid results and the results of pre-award conferences with the apparent responsive low bidders, we are making a recommendation for award of the following base bid prime contracts.

We also are recommend rejecting Sheehy Construction’s bid for Contract #0610 General Construction and the release of their bid bond due to a bidding error.

The following is a summary of our recommendation for contract award.

<u>Contract #</u>	<u>Contractor/Description</u>	<u>Contract Amount</u>
#0610	General Construction	\$1,563,000.00
	CM Construction Company, Inc. 12215 Nicollet Avenue South Burnsville, MN 55337	
	Alternate#1 Sky Oaks Elec Receptacles in Casework Base	\$0.00
	Alternate#2 Sky Oaks Data Devices in Casework Base	\$0.00
	Alternate#3 Nicollet Cafeteria Ceiling & Wall Panels	\$48,000.00
	Alternate#4 Nicollet Science Casework Demolition	\$48,000.00
	Alternate#5 Nicollet Science Casework Plumbing	\$0.00
	Alternate#6 Nicollet Shop Alterations	\$16,000.00
	Alternate#9 Nicollet Corridor LED Fixtures	\$0.00
	Total Contract Amount	\$1,675,000.00



#2300 Mechanical \$358,500.00

Cool Air Mechanical
 1544 134th Avenue N.E.
 Ham Lake, MN 55304

Alternate#1 Sky Oaks Elec Receptacles in Casework Base	\$0.00
Alternate#2 Sky Oaks Data Devices in Casework Base	\$0.00
Alternate#3 Nicollet Cafeteria Ceiling & Wall Panels	\$0.00
Alternate#4 Nicollet Science Casework Demolition	\$0.00
Alternate#5 Nicollet Science Casework Plumbing	\$132,000.00
Alternate#6 Nicollet Shop Alterations	\$0.00
Alternate#9 Nicollet Corridor LED Fixtures	\$0.00

Total Contract Amount \$490,500.00

#2600 Electrical/Communication/Security/Sound \$389,600.00

CM Construction Company, Inc.
 12215 Nicollet Avenue South
 Burnsville, MN 55337

Alternate#1 Sky Oaks Elec Receptacles in Casework Base	\$2,650.00
Alternate#2 Sky Oaks Data Devices in Casework Base	\$10,000.00
Alternate#3 Nicollet Cafeteria Ceiling & Wall Panels	\$11,900.00
Alternate#4 Nicollet Science Casework Demolition	\$0.00
Alternate#5 Nicollet Science Casework Plumbing	\$0.00
Alternate#6 Nicollet Shop Alterations	\$1,600.00
Alternate#9 Nicollet Corridor LED Fixtures	\$51,000.00

Total Contract Amount \$466,750.00

Bid Package Total \$2,632,250.00

Authorization to award the above referenced contracts at the School Board meeting on Thursday, February 11, 2016, will allow the projects to proceed on schedule

Thank you, and please call with any questions.

Yours very truly,



A handwritten signature in black ink, appearing to read 'Shane Butler', written in a cursive style.

Shane Butler
Project Manager

cc: Architect

File. 301504-03

SKY OAKS/NEILL/NICOLLET/HARRIET BISHOP

Accepted Alternates

Bid Tabulation 1/26/16

Prepared by Wenck Construction, Inc.

Bidder Name	Base Bid	Alternate #1	Alternate #2	Alternate #3	Alternate #4	Alternate #5	Alternate #6	Alternate #7	Alternate #8
Contract #0610 - General Construction									
CM Construction Company, Inc.	\$ 1,563,000	\$ -	\$ -	\$ 48,000	\$ 48,000	\$ -	\$ 16,000	\$ -	\$ 6,900
Sheehy Construction Company, Inc.	\$ 1,497,300	\$ -	\$ -	\$ 42,000	\$ 57,000	\$ -	\$ 25,000	\$ -	\$ 2,000
Ebert, Inc.	\$ 1,745,547	\$ -	\$ -	\$ 33,120	\$ 12,600	\$ -	\$ 8,200	\$ 3,800	\$ 6,500
Maertens-Brenny Construction Co.	\$ 1,894,700	\$ -	\$ -	\$ 39,700	\$ 70,000	\$ -	\$ 12,800	\$ 4,100	\$ 7,600
Parkos Construction Company	\$ 1,876,200	\$ 6,900	\$ 6,900	\$ 36,200	\$ 15,800	\$ 4,300	\$ 20,000	\$ -	\$ 2,400
Contract #2300 Mechanical									
Cool Air Mechanical	\$ 358,500	\$ -	\$ -	\$ -	\$ -	\$ 132,000	\$ -	\$ 25,500	\$ 5,000
Northern Air Corporation	\$ 411,000	\$ -	\$ -	\$ -	\$ -	\$ 214,100	\$ -	\$ 17,000	\$ 3,100
Klamm Mechanical Contractors, Inc.	\$ 445,000	\$ -	\$ -	\$ -	\$ 13,000	\$ 136,000	\$ -	\$ 14,200	\$ 1,900
CM Construction Company, Inc.	\$ 459,000	\$ -	\$ -	\$ -	\$ -	\$ 163,000	\$ -	\$ 13,700	\$ 2,100
Contract #2600 Electrical									
CM Construction Company, Inc.	\$ 389,600	\$ 2,650	\$ 10,000	\$ 11,900	\$ -	\$ -	\$ 1,600	\$ -	\$ -
Master Electric Co, Inc.	\$ 493,300	\$ 4,900	\$ 17,500	\$ 21,100	\$ -	\$ -	\$ 9,700	\$ -	\$ -
Phasor Electric Company	\$ 550,200	\$ 12,000	\$ 19,500	\$ 23,000	\$ -	\$ -	\$ 2,000	\$ -	\$ -

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

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

REVIEW AND COMMENT CONSTRUCTION BUDGET WITH ALTERNATIVE FACILITIES FUNDING



AGENDA III-C
February 11, 2016

TO: Members, Board of Education

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

DATE: February 4, 2016

RE: Approve 2 year Addendum to Existing Transportation Contract

RECOMMENDATION: That the Board of Education approves the 2016-18 addendum to the existing transportation contract with Durham School Services

Effective July 1, 2012 we entered into an agreement with Durham School Services for pupil transportation services. Two addendums have been approved continuing our work with Durham School Services. We recommend at this time to approve a renewal of the contract terms with negotiated rates for the period of July 1, 2016 through June 30, 2018.

Attached is a summary of the rates and the 6.5% and 6.0% increases for the FY17 and FY18 school year. We have found the past four years of service from Durham School Services to be of a high standard. We look forward to continued good service and collaboration with Durham School Services.

Attachments

Rates

Original Contract Terms 2012-2014

Addendum 1 2014-2015

Addendum 2 2015-2016

Proposed Addendum 3 2016-2018

Durham 2016-2018 Addendum			
Rate Increase			
	15-16	16-17	17-18
Reg Ed	\$268.81	\$286.29	\$303.46
Sped	\$276.31	\$294.27	\$311.93
Total Cost Estimate (170 Day School Year)			
	15-16	16-17	17-18
Reg Ed	\$2,574,482.77	\$2,741,824.15	\$2,906,333.60
Sped	\$2,603,290.94	\$2,772,504.85	\$2,938,855.15
Total Cost	\$5,177,773.71	\$5,514,329.00	\$5,845,188.74
Annual Increase		\$336,555.29	\$330,859.74
Increase over 2 years			\$667,415.03
Total 2-year % Increase Over Current Rate			12.890%

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 17th 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 17th 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 28th, 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 1st.
- Driver Training report. This report will show the driver's training during the school year. Should include date, safety topics, and hours. Due May 1st.
- 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 15th.
- 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 15th.
- 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 1st.

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:^{3o}\$ _____

Annual cost to provide special education routing service:^{3p}\$ _____

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 ^{5a} _____% 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} \$ _____

Additional ¼ hour rate:^{6b} \$ _____

There will be a charge of ^{6c} \$ _____ for any bus canceled on arrival at the destination point of origin.

There will be a charge of ^{6d} \$ _____ 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

0898.2.3072.2014
INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE EAGAN SAVAGE PUBLIC SCHOOLS
Transportation Agreement

ADDENDUM ONE
2014-2015 SCHOOL YEAR

The INDPENDENT 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 17th, 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 2014 through June 30, 2015. The rates shall be adjusted upward by 1.5% the Consumer Price Index for the State of Minnesota for the 12 - month period ending December 31, 2013 as in the attached EXHIBIT A AND APPENDIX A-2.
2. The term of the Agreement shall be for a period beginning July 1, 2014 ending June 30, 2015.
3. This Addendum is effective July 1, 2014 and is agreed to by the parties.
4. 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: 4/25/14


By: 
Name: Dee Dee Currier
Title: Clerk
Date: 5/1/2014

EXHIBIT A

**RATES FOR STUDENT TRANSPORTATION SERVICES SERVICE RATES:
SCHOOL YEAR 2014-2015**

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 \$264.58	1b \$5.74
Type A or B	1c \$271.96	1d \$5.74

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 \$22.99	2b \$5.74

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 \$271.96	3b \$5.74
In - District - Type A & B	3c \$271.96	3d \$5.74
In - District - Type C	3e \$271.96	3f \$5.74
Out-of-District - Type III	3g \$271.96	3h \$5.74
Out-of-District - Type A & B	3i \$271.96	3j \$5.74
Out-of-District - Type C	3k \$271.96	3l \$5.74

Annual cost for lift equipment vehicle:3n \$1136.80

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 \$16.96

Annual Cost to provide special education routing service:3p \$66,990.00

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 1/4 hour
In - District - Type III	4a \$25.16	4b \$6.29
In - District - Type A & B	4c \$25.16	4d \$6.29
In - District - Type C	4e \$25.16	4f \$6.29
Out-of-District - Type III	4g \$28.93	4h \$7.24
Out-of-District - Type A & B	4i \$28.93	4j \$7.24
Out-of-District - Type C	4k \$28.93	4l \$7.24

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 and from" transportation services.

The summer school rates shall be s_a 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): s_a \$33.40/hour
 Additional 1/4 hour rate: s_b \$8.35/hour

There will be a charge of s_c \$66.81 for any bus cancelled on arrival at the destination point of origin.

There will be a charge of s_d \$66.81 for any bus cancelled one (1) hour or less of the scheduled arrival time at the designated point of origin.

There will be no charge for any bus cancelled 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: \$23,620.36 per year.

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.

8. There will be a flat fee charge of \$7.00 if a Durham route leaves the district's boundaries to pick up or take home a homeless student(s) per trip per day.

**EXHIBIT A/APPENDIX A - 2
ADDITIONAL RATES FOR ADDITIONAL YEARS OF STUDENT
TRANSPORTATION SERVICE**

The district has the right to extend this contract for one (1) additional year (2015-2016)

The rates established pursuant to the quotation process shall apply to the 2014-2015 school year. If the School District elects to extend the contract for the 2015-2016 school year, the rates established for the 2015-2016 school year will be adjusted for the said school year based upon the Consumer Price Index for the State of Minnesota for the twelve (12) month period ending December 31, 2014 or the Contractor quoted percentage increase of 2.5%, whichever is less.



April 28, 2014

Via Federal Express

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

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

Dear Mr. Simon:

Enclosed please find duplicate originals of the above referenced document.

Once approved, please have both copies of the document 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 630-821-5767.

Sincerely,

A handwritten signature in black ink, appearing to read "Christina Houser", is written over a printed name.

Christina Houser
Contracts Administrator

Enclosures

4300 Weaver Parkway
Warrenville, Illinois 60555
Telephone: 630.821.5785
Fax: 800.318.3227
www.durhamschoolservices.com



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,

A handwritten signature in blue ink, appearing to read "Amy O'Dell", is written over the typed name.

Amy O'Dell
Senior Contracts Administrator

Enclosures

0898.2.3072.2015
INDEPENDENT SCHOOL DISTRICT 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 17th, 2012, hereinafter referred to as "Agreement", as stated below:

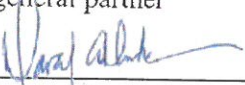
1. Section 1 "Term" shall be extended for an additional one (1) year period from July 1 2015 through June 30, 2016. The rates shall be increased by 1.6% as stated in the attached EXHIBIT A.
2. This Addendum is effective July 1, 2015 and is agreed to by the parties.
3. ~~The above constitutes the complete 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

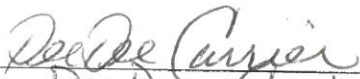
By: 
Name: DeeDee Currier
Title: Clerk
Date: 4/9/15

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

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 1/4 hour	
In - District - Type III	4a	\$25.56	4b	\$6.39
In - District - Type A & B	4c	\$25.56	4d	\$6.39
In - District - Type C	4e	\$25.56	4f	\$6.39
Out-of-District - Type III	4g	\$29.39	4h	\$7.36
Out-of-District - Type A & B	4i	\$29.39	4j	\$7.36
Out-of-District - Type C	4k	\$29.39	4l	\$7.36

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 and 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 \$33.93/hour
 Additional ¼ hour rate: 6b \$8.48/hour

There will be a charge of 6c \$67.88 for any bus cancelled on arrival at the destination point of origin.

There will be a charge of 6d \$67.88 for any bus cancelled one (1) hour or less of the scheduled arrival time at the designated point of origin.

There will be no charge for any bus cancelled 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: \$23,998.29 per year.

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.

8. There will be a flat fee charge of \$7.11 if a Durham route leaves the district’s boundaries to pick up or take home a homeless student(s) per trip per day.

ADDENDUM THREE
2016-2018 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 17th, 2012, hereinafter referred to as “Agreement”, as stated below:

1. Section 1 “Term” shall be extended for an additional two (2) years from July 1, 2016 through June 30, 2018. The rates shall be increased by 6.5% for 2016-2017 and 6.0% for 2017-2018 as stated in the attached EXHIBIT A.
2. This Addendum is effective July 1, 2016 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: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

RATES FOR STUDENT TRANSPORTATION SERVICES SERVICE RATES:

SCHOOL YEAR 2016-2017

- 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	\$286.28	1b	\$6.21
Type A or B	1c	\$294.27	1d	\$6.21

- 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	\$24.88	2b	\$6.21

- 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	\$294.27	3b	\$6.21
In - District - Type A & B	3c	\$294.27	3d	\$6.21
In - District - Type C	3e	\$294.27	3f	\$6.21
Out-of-District - Type III	3g	\$294.27	3h	\$6.21
Out-of-District - Type A & B	3i	\$294.27	3j	\$6.21
Out-of-District - Type C	3k	\$294.27	3l	\$6.21

Annual cost for lift equipment vehicle: \$1,230.06

Fee applies if need more than the 12 lift vehicles assumed in above Special Transportation rates.
 Per “Live” Hour cost for Paraprofessional/Bus Aide: \$18.35
 Annual Cost to provide special education routing service: \$72,485.86

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 1/4 hour	
In - District - Type III	4a	\$27.22	4b	\$6.81
In - District - Type A & B	4c	\$27.22	4d	\$6.81
In - District - Type C	4e	\$27.22	4f	\$6.81
Out-of-District - Type III	4g	\$31.30	4h	\$7.84
Out-of-District - Type A & B	4i	\$31.30	4j	\$7.84
Out-of-District - Type C	4k	\$31.30	4l	\$7.84

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 and 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 \$36.14/hour
 Additional ¼ hour rate: 6b \$9.03/hour
 Trailer Rental Rate: 6c \$110.00/per trip

There will be a charge of 6c \$72.29 for any bus cancelled on arrival at the destination point of origin.

There will be a charge of 6d \$72.29 for any bus cancelled one (1) hour or less of the scheduled arrival time at the designated point of origin.

There will be no charge for any bus cancelled 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: \$25,558.18 per year.

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.

8. There will be a flat fee charge of \$7.57 if a Durham route leaves the district’s boundaries to pick up or take home a homeless student(s) per trip per day.

RATES FOR STUDENT TRANSPORTATION SERVICES SERVICE RATES:

SCHOOL YEAR 2017-2018

- 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	\$303.46	1b	\$6.58
Type A or B	1c	\$311.93	1d	\$6.58

- 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	\$26.37	2b	\$6.58

- 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	\$311.93	3b	\$6.58
In - District - Type A & B	3c	\$311.93	3d	\$6.58
In - District - Type C	3e	\$311.93	3f	\$6.58
Out-of-District - Type III	3g	\$311.93	3h	\$6.58
Out-of-District - Type A & B	3i	\$311.93	3j	\$6.58
Out-of-District - Type C	3k	\$311.93	3l	\$6.58

Annual cost for lift equipment vehicle: \$1,303.86

Fee applies if need more than the 12 lift vehicles assumed in above Special Transportation rates.

Per “Live” Hour cost for Paraprofessional/Bus Aide: \$19.45

Annual Cost to provide special education routing service: \$76,835.01

- 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 1/4 hour
In - District - Type III	4a \$28.85	4b \$7.22
In - District - Type A & B	4c \$28.85	4d \$7.22
In - District - Type C	4e \$28.85	4f \$7.22
Out-of-District - Type III	4g \$33.18	4h \$8.31
Out-of-District - Type A & B	4i \$33.18	4j \$8.31
Out-of-District - Type C	4k \$33.18	4l \$8.31

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 and 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 \$38.31/hour
 Additional ¼ hour rate: 6b \$9.57/hour
 Trailer Rental Rate: 6c \$116.60/per trip

There will be a charge of 6c \$76.63 for any bus cancelled on arrival at the destination point of origin.

There will be a charge of 6d \$76.63 for any bus cancelled one (1) hour or less of the scheduled arrival time at the designated point of origin.

There will be no charge for any bus cancelled 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: \$27,091.67 per year.

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.

8. There will be a flat fee charge of \$8.02 if a Durham route leaves the district’s boundaries to pick up or take home a homeless student(s) per trip per day.



AGENDA III-D
February 11, 2016

TO: Members, Board of Education

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

DATE: February 4, 2016

RE: Approve 3 year Extension of Auditor Services

RECOMMENDATION: That the Board of Education approves the proposed rates for Auditor Services for the next three years with CliftonLarsonAllen.

CliftonLarsonAllen (formerly LarsonAllen) has provided services for our financial statement annual audit since fiscal year 2009-2010. We have requested quoted rates for the next three years and recommend approval by the board.

The services performed by an auditing firm are to provide an opinion on the annual financial statements.

February 4, 2016

Ms. Lisa Rider
Independent School District No. 191
Burnsville-Eagan-Savage Schools
100 River Ridge Court
Burnsville, MN 55337

Dear Lisa:

As requested, we are pleased by the opportunity to provide Burnsville-Eagan-Savage Schools with a proposal to continue to provide professional auditing services for the fiscal year ending June 30, 2016 and the two subsequent fiscal years.

The CliftonLarsonAllen Public Sector Group includes numerous CPA's who are committed to serving local government. This is our focus—it is not an "off season" sideline. Our firm has more than 35 years experience in government auditing. Our experience includes auditing nearly 125 Minnesota schools and education districts, 35 cities, and more than 350 local government units in total as a firm. In addition to audits, we offer our clients consulting services in a number of important areas such as cash flow projections, budget development and monitoring, revenue projections, management and operational reviews, building construction fund audits, internal control reviews, and similar services. We believe that schools are increasingly in need of much more than just auditing services and that is why we are building a non-traditional firm that offers a full spectrum of services year round that are grounded on high quality customer service and rooted in our desire to be the best at what we do.

- ◆ The audit will be performed for the year ended June 30, 2016 and will be performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards* and OMB Circular A-133, as applicable.
- ◆ Reports to be issued:
 1. Our opinion will be expressed on the fair presentation of your District's financial statements with an "in-relation-to" report on the following: a) Individual Fund Statements and Schedules, (d) Schedule of Expenditures of Federal Awards, and (e) Uniform Financial Accounting and Reporting Standards (UFARS) Compliance Table.
 2. Report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
 3. Report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133, as applicable.
 4. Report on Minnesota legal compliance.
 5. Schedule of findings and questioned costs.
 6. Auditor's opinion on the student activity accounts.

In addition, we understand that we will be responsible for preparing the initial draft of the financial statements and notes, and your staff will provide the information necessary for any supplementary schedules. We will also issue student activity fund financial statements.

We will present the auditor's reports, financial statements, management communications, and all other required communications letters to the School Board. We believe it is very important for each Board member to understand the results of the audit. Prior to issuance of such reports, however, we will review each of them with the District's management.

If our audit procedures indicate that material errors or other irregularities might exist that require extended services, we will promptly advise the appropriate officials. We will not perform extended services at a cost to the District unless they are so authorized by the appropriate District officials.

We understand that you will provide us with the basic information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. This responsibility includes the maintenance of adequate records and related internal control structure policies, the selection and application of accounting principles, and the safeguarding of assets.

The assistance to be supplied by your personnel, including the preparation of schedules and analyses of accounts, typing all cash or other confirmations we request, and locating any invoices selected by us for testing, will be discussed and coordinated with you.

We strongly believe in establishing and maintaining long-term relationships with our clients. Part of that relationship involves continuity in staffing from one year to the next. We'd propose keeping the existing audit team in place, however, we are always open to making changes any time you feel that it would benefit the audit process.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

We anticipate our fees, including out of pocket costs, for the indicated services will not exceed the following:

<u>Burnsville-Eagan- Savage Schools</u>	<u>Fiscal Year 2015-16</u>	<u>Fiscal Year 2016-17</u>	<u>Fiscal Year 2017-18</u>
Audit *	\$37,000	\$37,650	\$38,075
Out-of-pocket costs	1,650	1,675	1,675
Total for District	<u>\$38,650</u>	<u>\$39,325</u>	<u>\$39,750</u>

* - includes the District CAFR, Single Audit, MN legal compliance audit, student activity audit and management communications

We believe in ongoing contact as a means of better serving you. As you know, we encourage your questions throughout the year. We include this portion of our overall service to you in our above fee quote. You are not billed separately.

We are committed to serving you; therefore, if fees are a deciding factor in your decision, we would appreciate the opportunity to discuss with you the scope of our service plan. The District is within its right to negotiate the cost of professional services since it is not required to accept a particular fee quote based solely on being the lowest.

Any unusual, unforeseen circumstances significantly affecting audit time requirements would be in addition to the above fees. The additional services and fee for the same would generally be discussed with the District and agreement reached, however, before proceeding. Such circumstances would include absence of key personnel (termination), significant problems related to conduct of the audit, irregularities, additional assistance specifically requested, etc. Additional assistance performed at the request of the District, including assistance with year-end closing entries and cash to modified accrual basis entries and modified accrual basis to full accrual basis conversion entries, would be billed at the standard hourly rates of the individuals performing the work.

Additional services would include procedures necessary to issue a "consent and citation of expertise" and any necessary comfort letters for subsequent bond issue documents containing our audit opinion. A total fixed fee for these services has not been included in this proposal since, for an example, the scope of such services can be significantly affected by the form of comfort letter requested by underwriters or bond counsel, the length of time elapsed since the audit, and the nature of other information included in the official statement for the issue.

We would anticipate that the preliminary and final fieldwork schedule will continue to be worked out with you depending on the availability of necessary information and availability of staff.

Burnsville-Eagan-Savage Schools is an important client to us and we believe that a good working relationship has been developed with you and your staff and the other members of the District's leadership. As a result, we believe our fee estimate is based on our desire to continue our professional relationship, to reflect our audit efficiencies, and the technology efficiencies resulting from our audit software capabilities.

If you would like additional information upon which to base your decision please let us know. We will give the District's Administration and the School Board the kind of quality service you expect from your auditors. If you have any questions, please contact Dennis J. Hoogeveen, Principal. This proposal covers the fiscal year ending June 30, 2016; and is a firm and irrevocable offer for a period of thirty (30) days. Thanks again for the opportunity to continue to work with you.

Sincerely,

CLIFTONLARSONALLEN, LLP

A handwritten signature in black ink that reads "Dennis Hoogeveen". The signature is written in a cursive, flowing style.

Dennis J. Hoogeveen, CPA
Principal, Public Sector Group