



**ROCK RIDGE PUBLIC SCHOOLS
411 SOUTH 5TH AVENUE
VIRGINIA MN 55792**

**Regular Meeting
Monday, October 26, 2020 at 6:00 PM
Spectrum Health Building, 1405 Progress Parkway, Virginia, MN
55792**

AGENDA

Due to the declared health pandemic, the Stay Safe Order, the COVID-19 Peacetime Emergency, and pursuant to Minnesota Statute 13D.021, the public is encouraged to watch the meeting live at rrps.org or contact the Superintendent's Office (742-3900) to get a Zoom link emailed to you. Public comment regarding the agenda can be made in person, via Zoom, or emailed to stacie.lamppa@rrps.org before 3:30 P.M. on October 26, 2020 and they will be read aloud into the record.

1. Call to order.
2. Approval of agenda.
3. Recognition of visitors and visitor input.
4. Consent Agenda:
 1. Approval of October 12, 2020 regular meeting minutes. 4
 2. Payment of the bills. 8
 3. Acceptance of resignation of Brylee Seitz from the Junior High Girls' Basketball Coach position effective October 21, 2020.
 4. Acceptance of resignation of Maria Stokes Cerkvenik from the Junior High Girls' Basketball Coach position effective October 21, 2020.
 5. Acceptance of transfer of Amanda Wenneson as a Virginia High School Para Educator to a Roosevelt Elementary Para Educator effective October 13, 2020.
 6. Acceptance of transfer of Stacy L. Aune from the Elementary Teacher position to Curriculum Instruction and Integration position effective October 26, 2020.
5. Construction:

1. High School Bid Package #02 Results/Summary.	20
2. Consider Contract Award Recommendation Letter (Part 2 of 2) - High School BP#02	62
6. Reports:	
1. Parkview Learning Center Principal's report.	
2. Finance.	
1. Committed Construction Funds.	82
3. Superintendent.	
1. Athletic Budgets between high schools.	
2. Northeast Service Cooperative - Nomination Memo	83
7. Administration Items:	
1. Consider Resolution Declaring a Vacancy on the School Board.	87
2. Consider Request For Proposal to develop attendance boundaries for the elementary schools within the new district.	89
3. Consider Request For Proposal to help name two new elementary sites within the district .	92
4. Consider Resolution #20-012 Accepting Monetary, Property, Goods, or Services Donation.	95
5. Consider Resolution #20-013 Accepting Monetary, Property, Goods, or Services Donation.	96
8. Policies:	
1. 104 School District Mission Statement	97
2. 206 Public Participation in School Board Meetings/Complaints About Persons At School Board Meeting and Data Privacy Considerations	99
3. 409 Employee Publications, Instructional Materials, Inventions, And Creations	105
4. 416 Drug and Alcohol Testing	106
5. 516 Student Medication	129
9. Unfinished Business.	
10. Meeting Announcements:	
1. November 3, 2020 - Election Day. Polls will be open 7:00 A.M.-8:00 P.M.	
2. School Board Negotiations Committee will meet on Thursday, November 5, at 4:00 P.M. in the Virginia Board Room.	
3. There will be a regular meeting of the Rock Ridge School Board on Monday, November 9, 2020 at 6:00 P.M. at the Spectrum Health Building.	
11. Adjournment.	

**OFFICE OF THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 2909
MONDAY, OCTOBER 12, 2020, 6:00 P.M.
SPECTRUM HEALTH BUILDING, 1405 PROGRESS PARKWAY, VIRGINIA, MN
MINUTES OF THE REGULAR SCHOOL BOARD MEETING**

Members Present:

Billy Addy	Kelly Sather
Murray Anderson	Matt Sjoberg
Gail Baribeau	Polly Sorcan
Mark Forte	Stacey Sundquist
Brandi Lautigar	Tom Tammaro
Tim Riordan	John Uhan

Others Present:

Dr. Noel Schmidt, Superintendent
Jeff Carey, Buildings & Grounds
Lisa Perkovich, VHS Principal

Members Absent:

Greg Manninen

CHAIR SUNDQUIST called the regular meeting to order at 6:00 P.M. and the Pledge of Allegiance was recited and roll call was taken.

ADDITIONS/DELETIONS TO THE AGENDA: None.

APPROVE AGENDA:

Moved by RIORDAN, seconded by TAMMARO to **approve agenda as presented.**

Roll call vote – Addy (Aye), Anderson (Aye), Baribeau (Aye), Forte (Aye), Lautigar (Aye), Riordan (Aye), Sather (Aye), Sjoberg (Aye), Sorcan (Aye), Sundquist (Aye), Tammaro (Aye), Uhan (Aye). Motion carried 12-0.

CONSENT AGENDA:

SORCAN motioned to **move Consent Agenda Items 4, 5, 22, 23, and 24 off of the Consent Agenda and onto Administration for further discussion,** seconded by SJOBERG.

Roll call vote – Addy (Aye), Anderson (Aye), Baribeau (Aye), Forte (Aye), Lautigar (Aye), Riordan (Aye), Sather (Aye), Sjoberg (Aye), Sorcan (Aye), Sundquist (Aye), Tammaro (Aye), Uhan (Aye). Motion carried 12-0.

RIORDAN motioned to **approve Consent Agenda as amended,** seconded ANDERSON.

Roll call vote – Addy (Aye), Anderson (Aye), Baribeau (Aye), Forte (Aye), Lautigar (Aye), Riordan (Aye), Sather (Aye), Sjoberg (Aye), Sorcan (Aye), Sundquist (Aye), Tammaro (Aye), Uhan (Aye).

Motion carried 12-0.

- Approval of September 28, 2020 working session minutes.
- Approval of September 28, 2020 regular meeting minutes.
- Approval of the payment of the bills.
- Approval of lane change for Rebekah Deedrick – MA to MA+10.
- Acceptance of resignation of Donna Walls from the Secondary Teacher position effective September 22, 2020.
- Acceptance of resignation of Carrie Klakoski from the Junior High Volleyball Coach position for the 2020-21 school year.
- Acceptance of resignation of Dan Berry from the Junior High Football Coach position for the 2020-21 school year.
- Acceptance of resignation of Jeanne Prittinen from the Title I Aide position effective September 28, 2020.
- Approval of hire of Mikaela Schelde for the PreK Para Educator position effective October 5, 2020.
- Approval of hire of Dusty Schechinger for the Para Educator position effective October 12, 2020.
- Approval of hire of Roberta Hietala for the Early Childhood Teacher's Aide and Early Childhood Special Education Para Educator positions effective October 13, 2020.

- Approval of hire of Marie Johnson for the Early Childhood Parent Educator position effective October 19, 2020.
- Approval of hire of Lori Perushek for the Junior High Volleyball Coach position for the 2020-21 school year.
- Approval of hire of Ben Louhi for the 8th Grade Football Coach position for the 2020-21 school year.
- Approval of hire of Sara Matuszak for the Assistant Volleyball Coach position for the 2020-21 school year.
- Approval of hire of Madisen Overbye for the 8th Grade Volleyball Coach position for the 2020-21 school year.
- Approval of 2020-21 extra-curricular positions at the Eveleth-Gilbert campus.
- Approval of Zach Lindseth as a volunteer baseball coach for Eveleth-Gilbert for the 2020-21 school year.
- Approval of requested leave of absence for Maxine Perko effective October 15, 2020 through the remainder of the 2020-21 school year.

REPORTS:

- Lisa Perkovich provided a report on the activities happening at Virginia High School and the adjustment to hybrid learning.
- Paul Noll and Patrick Gallagher (Kraus-Anderson) presented High School Bid Package #02 to the board.
 - Moved by Anderson, seconded by Baribeau to **accept the contract award letter (Part 1 of 2)**.
 Roll call vote – Addy (Aye), Anderson (Aye), Baribeau (Aye), Forte (Aye), Lautigar (Aye), Riordan (Aye), Sather (Aye), Sjoberg (Aye), Sorcan (Aye), Sundquist (Aye), Tammaro (Aye), Uhan (Aye). Motion carried 12-0.
- Jeff Carey provided information on Employee Rights under the Families First Coronavirus Response Act and updated the board on the addition of two more possible moving scenarios to allow construction to begin earlier than planned on the new Virginia elementary.
 - The board agreed to remove scenarios #1-5 as options and keep scenarios #6 & #7 and any variations of #6 & #7 to further discuss and explore potential construction cost savings.
- Supt. Schmidt reviewed the options to choose from for how to go about naming the two new elementary schools.
 - The board agreed to Option #2 – Consultant helps select names. The district will seek proposals from possible consultants.
- Supt. Schmidt reviewed the options to choose from for how to determine attendance boundaries for the new elementary schools.
 - The board agreed to Option #2 – Consultant helps select attendance boundaries. The district will seek proposals from possible consultants.

ADMINISTRATION:

Kristen Nelson, Cuningham Group, provided renderings and diagrams of the indoor play structure and the proposals from Flagship and Landscape Structures.

Moved by SORCAN, seconded by ADDY, to **seek other bids for playground structures.**

Roll call vote – Addy (Aye), Anderson (No), Baribeau (No), Forte (No), Lautigar (No), Riordan (No), Sather (Aye), Sjoberg (No), Sorcan (Aye), Sundquist (No), Tammaro (No), Uhan (No). Motion failed 3-9.

Moved by ANDERSON, seconded by TAMMARO, to **accept the playground proposal.**

Roll call vote – Addy (Aye), Anderson (Aye), Baribeau (Aye), Forte (Aye), Lautigar (Aye), Riordan (Aye), Sather (Aye), Sjoberg (Aye), Sorcan (No), Sundquist (Aye), Tammaro (Aye), Uhan (Aye). Motion carried 11-1.

Moved by SJOBERG, seconded by LAUTIGAR, to **approve the amended Resolution Declaring a Vacancy on the School Board.**

Roll call vote – Addy (Aye), Anderson (Aye), Baribeau (Aye), Forte (Aye), Lautigar (Aye), Riordan (Aye), Sather (Aye), Sjoberg (Aye), Sorcan (Abstained), Sundquist (Aye), Tammaro (Aye), Uhan (Abstained). Motion carried 10-0, 2 abstentions.

Moved by SJOBERG, seconded by TAMMARO, to **appoint John Uhan to the vacant school board position effective 30 days after the appointment.**

Roll call vote – Addy (Aye), Anderson (Aye), Baribeau (Aye), Forte (Aye), Lautigar (Aye), Riordan (Aye), Sather (Aye), Sjoberg (Aye), Sorcan (Aye), Sundquist (Aye), Tammaro (Aye), Uhan (Abstained). Motion carried 11-0, 1 abstention. (Uhan no longer an active board member at this time.)

Moved by ADDY, seconded by BARIBEAU, to **approve the contract between Rock Ridge Public Schools and Mesabi Range College for Postsecondary Enrollment Options (PSEO).**

Roll call vote – Addy (Aye), Anderson (Aye), Baribeau (Aye), Forte (Aye), Lautigar (Aye), Riordan (Aye), Sather (Aye), Sjoberg (Aye), Sorcan (Aye), Sundquist (Aye), Tammaro (Aye). Motion carried 11-0.

Moved by ANDERSON, seconded by LAUTIGAR, to **accept Resolution #20-009 for school supplies donated by Walmart to the Franklin Elementary.**

Roll call vote – Addy (Aye), Anderson (Aye), Baribeau (Aye), Forte (Aye), Lautigar (Aye), Riordan (Aye), Sather (Aye), Sjoberg (Aye), Sorcan (Aye), Sundquist (Aye), Tammaro (Aye). Motion carried 11-0.

Items 4, 5, 22, 23, 24, & 25 moved from Consent Agenda:

Moved by RIORDAN, seconded by ANDERSON, to **approve the MOU between Education Minnesota-Rock Ridge and Rock Ridge School District regarding the 4-period block schedule for the 2020-21 school year and the MOU between AFSCME, Local #3 and Rock Ridge School District regarding bumping process effective through December 31, 2020.**

Roll call vote – Addy (Aye), Anderson (Aye), Baribeau (Aye), Forte (Aye), Lautigar (Aye), Riordan (Aye), Sather (Aye), Sjoberg (Aye), Sorcan (Aye), Sundquist (Aye), Tammaro (Aye). Motion carried 11-0.

Moved by BARIBEAU, seconded by ADDY to **approve the leave of absence for Title I Aide Nancy Pickett for the 2020-21 school year.**

Roll call vote – Addy (Aye), Anderson (Aye), Baribeau (Aye), Forte (Aye), Lautigar (Aye), Riordan (Aye), Sather (Aye), Sjoberg (Aye), Sorcan (Aye), Sundquist (Aye), Tammaro (Aye). Motion carried 11-0.

Moved by SORCAN, seconded by RIORDAN to **approve contracts for July 1, 2019-June 30, 2021 for registered nurses, Pam Frazee and Laura Johnson.**

Roll call vote – Addy (Aye), Anderson (Aye), Baribeau (Aye), Forte (Aye), Lautigar (Aye), Riordan (Aye), Sather (Aye), Sjoberg (Aye), Sorcan (Aye), Sundquist (Aye), Tammaro (Aye). Motion carried 11-0.

POLICIES:

Moved by SORCAN to **add ‘Board Member Topics’ to the order of the regular school board meeting in Policy 203.2.** No second. Motion failed.

Moved by RIORDAN, seconded by TAMMARO, to **acknowledge the first reading of the revised policies.**

Roll call vote – Addy (Aye), Anderson (Aye), Baribeau (Aye), Forte (Aye), Lautigar (Aye), Riordan (Aye), Sather (Aye), Sjoberg (Aye), Sorcan (Aye), Sundquist (Aye), Tammaro (Aye). Motion carried 11-0.

100 SCHOOL DISTRICT

104 School District Mission Statement

200 SCHOOL BOARD

203.2 Order of the Regular School Board Meeting

206 Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations

400 EMPLOYEES/PERSONNEL

409 Employee Publications, Instructional Materials, Inventions, and Creations

416 Drug and Alcohol Testing

500 STUDENTS

516 Student Medication

BOARD MEMBER TOPICS:

- Sjoberg – encouraged consistency between athletic programs.
- Sorcan – would like to discuss cost of Eveleth-Gilbert Pre-K program vs. cost of Virginia’s program and possibly waiving fees in Eveleth-Gilbert.
- Public comment – Maxine Perko.

UNFINISHED BUSINESS:

- Sorcan – Student Resource Officer information requested for the possibility of having an SRO on the Eveleth-Gilbert campus.

MEETING ANNOUNCEMENTS:

- Regular meeting on October 26, 2020 at 6:00 P.M. at the Spectrum Health Building.

ADJOURNMENT:

Motion to adjourn made by RIORDAN, seconded SJOBERG. Motion passed. Meeting adjourned at 9:07 P.M

CHAIR – Stacey Sundquist

CLERK – Kelly Sather

Rock Ridge Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2909	1	1685	1010	R 04	500 000 000 321 040	321 ART STUDIO	Check
						ANIMAL ART CLASS	
						10/22/2020	
						\$144.00	
						Paid Amt: \$144.00	
						2460 Invoice	
						Invoice No: 101920	
						10/22/2020	
						\$156.00	
						Paid Amt: \$156.00	
						R 04 500 000 000 321 040	
						AUTUMN PAINTING CLASS	
						10/22/2020	
						\$300.00	
						Paid Amt: \$300.00	
2909	1	1686	1070	E 01	302 298 000 000 401	466 FANATICS	Check
						Annual Membership: Speech team materials	
						10/22/2020	
						\$150.00	
						Paid Amt: \$150.00	
						2435 Invoice	
						Invoice No: 389-14R	
						10/22/2020	
						\$150.00	
						Paid Amt: \$150.00	
2909	1	1687	1066	E 01	302 292 000 000 530	AED SUPERSTORE	Check
						Phillips HeartStart OnSite AED Part#: M5066/	
						10/22/2020	
						\$1,275.00	
						Paid Amt: \$1,275.00	
						2463 Invoice	
						Invoice No: 1764570	
						10/22/2020	
						\$1,275.00	
						Paid Amt: \$1,275.00	
2909	1	1688	1075	E 01	005 107 000 000 401	APPLE AWARDS INC	Check
						ZBW2 - School Bell Double Sided Engraving f	
						Shipping	
						10/22/2020	
						\$53.35	
						Paid Amt: \$53.35	
						E 01 005 107 000 000 401	
						2393 Invoice	
						Invoice No: 62739	
						10/22/2020	
						\$14.18	
						Paid Amt: \$14.18	
2909	1	1689	1920	E 01	101 605 000 000 434	ARROWHEAD LIBRARY SYSTEM	Check
						2020-2021 Automation Cost	
						\$162.20	
						Paid Amt: \$162.20	
						E 01 302 605 000 000 434	
						2020-2021 Automation Cost	
						\$135.16	
						Paid Amt: \$135.16	
						E 01 301 605 000 000 434	
						2020-2021 Automation Cost	
						\$76.59	
						Paid Amt: \$76.59	
						E 01 101 605 000 000 434	
						2020-2021 Automation Cost	
						\$0.01	
						Paid Amt: \$0.01	
						E 01 100 605 000 000 434	
						2020-2021 Automation Cost	
						\$76.59	
						Paid Amt: \$76.59	
						2410 Invoice	
						Invoice No: 00007382	
						10/22/2020	
						\$450.55	
						Paid Amt: \$450.55	
2909	1	1690	1960	E 03	005 760 000 720 401	ARROWHEAD TRANSIT	Check
						bus wash	
						10/22/2020	
						\$85.00	
						Paid Amt: \$85.00	
						2407 Invoice	
						Invoice No: ARS232705	
						10/22/2020	
						\$85.00	
						Paid Amt: \$85.00	
2909	1	1691	2010	E 01	005 105 000 000 320	AT & T MOBILITY	Check
						CELL PHONE	
						10/22/2020	
						\$75.47	
						Paid Amt: \$75.47	
						2433 Invoice	
						Invoice No: 200CT	
						10/22/2020	
						\$75.47	
						Paid Amt: \$75.47	

Rock Ridge Public Schools

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2909	1	1697	1105	E 01	CHAVERS EDWARD		Check
					302 294 701 000 305	OFFICIAL	
						10/22/2020	
							Paid Amt: \$90.00
							Check Amount: \$90.00
2909	1	1698	1110	E 01	CLEVELAND ROLAND		Check
					302 296 704 000 305	OFFICIAL	
						10/22/2020	
							Paid Amt: \$180.00
							Check Amount: \$180.00
2909	1	1699	4810	E 01	EDUCATION INNOVATION PARTNERS		Check
					302 211 000 000 394	20SEPT EIP	
						10/22/2020	
							Paid Amt: \$209.67
							Check Amount: \$209.67
							Paid Amt: \$209.67
							Check Amount: \$419.34
2909	1	1700	4850	E 04	EFGSD JOINT POWERS RECREATION		Check
					500 560 000 321 394	Quarterly payment to the Joint Powers Rec Bc	
						10/22/2020	
							Paid Amt: \$6,200.00
							Check Amount: \$6,200.00
2909	1	1701	6090	E 03	GRANDE HARDWARE		Check
					005 760 000 720 401	exhaust clamps	
						10/22/2020	
							Paid Amt: \$4.12
							Check Amount: \$4.12
2909	1	1702	1103	E 03	HALLSTROM BOB		Check
					005 760 000 720 366	MILEAGE BETWEEN CAMPUSES	
						10/22/2020	
							Paid Amt: \$62.79
							Check Amount: \$62.79
2909	1	1703	6550	E 01	HENDRICKSON LARRY		Check
					302 810 000 000 401	Sept boiler work	
						10/22/2020	
							Paid Amt: \$2,310.00
							Check Amount: \$2,310.00
2909	1	1704	6770	E 03	HOLIDAY CREDIT OFFICE		Check
					005 760 000 720 442	Chainsaw gas	
						10/22/2020	
							Paid Amt: \$8.65
							Check Amount: \$8.65
2909	1	1705	7360	R 01	ISD #316		Check
					005 000 000 000 099	FB GATE FEES COLLECTED FOR GAME @	
						10/22/2020	
							Paid Amt: \$340.00
							Check Amount: \$340.00

Rock Ridge Public Schools

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2909	1	1717	10800	E 01	100 810 000 000 440	UTILITIES	Check
		PO#:	Voucher #:	2420	Invoice	Invoice No: 20SEPT	Paid Amt: \$1,107.45
		PO#:	Voucher #:	E 03	005 760 000 720 440	UTILITIES	Paid Amt: \$93.36
		PO#:	Voucher #:	2421	Invoice	Invoice No: 20SEPT	Paid Amt: \$93.36
							Check Amount: \$3,029.07
2909	1	1718	10820	B 01	215 001	MN PEIP	Check
		PO#:	Voucher #:	2414	Invoice	Invoice No: 1009481	Paid Amt: \$73,340.96
							Check Amount: \$73,340.96
2909	1	1719	10900	E 01	005 605 000 311 320	TECH	Check
		PO#:	Voucher #:	2434	Invoice	Invoice No: 6761	Paid Amt: \$742.50
							Check Amount: \$742.50
2909	1	1720	11290	B 01	215 003	NATIONAL INSURANCE SERVICES OF WI	Check
		PO#:	Voucher #:	2426	Invoice	Invoice No: 1413474	Paid Amt: \$967.13
		PO#:	Voucher #:	B 01	215 004	LTD INSURANCE	Paid Amt: \$1,571.18
		PO#:	Voucher #:	2427	Invoice	Invoice No: 1413475	Paid Amt: \$1,571.18
							Check Amount: \$2,538.31
2909	1	1721	1111	E 01	302 294 701 000 305	OFFICIAL	Check
		PO#:	Voucher #:	2458	Invoice	Invoice No: FB102320	Paid Amt: \$90.00
							Check Amount: \$90.00
2909	1	1722	12590	E 03	005 760 000 720 401	PRAXAIR DISTRIBUTION INC	Check
		PO#:	Voucher #:	2438	Invoice	Invoice No: 99302672	Paid Amt: \$118.80
		PO#:	Voucher #:	E 01	302 361 914 830 433	Cylinder Rental-Hnd Tech	Paid Amt: \$76.28
		PO#:	Voucher #:	2439	Invoice	Invoice No: 99311871	Paid Amt: \$76.28
		PO#:	Voucher #:	E 03	005 760 000 720 401	Cylinder Rental-Gilbert Bus Garage	Paid Amt: \$61.09
		PO#:	Voucher #:	2440	Invoice	Invoice No: 99315797	Paid Amt: \$61.09
							Check Amount: \$256.17
2909	1	1723	1035	E 01	005 105 000 000 370	QUADIENIT LEASING USA INC	Check
		PO#:	Voucher #:	2404	Invoice	Invoice No: N8502941	Paid Amt: \$555.54
							Check Amount: \$555.54
2909	1	1724	12850	E 03	005 760 000 720 401	RANGE AUTO PARTS COMPANY	Check
							Paid Amt: \$59.96
							Check Amount: \$59.96

Rock Ridge Public Schools

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2909	1	1730	14010	E 01	SECTION 7A CROSS COUNTRY		Check
					GIRLS ENTRY	10/22/2020	
PO#:		Voucher #:			2464 Invoice	Invoice No: CC101320	Paid Amt: \$400.00
							Check Amount: \$400.00
2909	1	1731	1104	E 01	SEMMAN PHILLIP		Check
					OFFICIAL	10/22/2020	
PO#:		Voucher #:			2455 Invoice	Invoice No: VB102020	Paid Amt: \$164.60
							Check Amount: \$164.60
2909	1	1732	14140	E 01	SHERWIN WILLIAMS		Check
					paint for fields	10/22/2020	
PO#:		Voucher #:			2378 Invoice	Invoice No: 8334-0	Paid Amt: \$412.17
					E 01 302 810 000 000 401		\$163.44
					E 01 302 810 000 000 401		\$180.00
					E 01 302 810 000 000 401		\$3.98
PO#:		Voucher #:			2381 Invoice	Invoice No: 8107-0	Paid Amt: \$347.42
							Check Amount: \$759.59
2909	1	1733	1108	E 01	SIMONSON TREVOR		Check
					OFFICIAL	10/22/2020	
PO#:		Voucher #:			2451 Invoice	Invoice No: FB100920	Paid Amt: \$90.00
							Check Amount: \$90.00
2909	1	1734	1106	E 01	SKOGLUND TAYLOR		Check
					OFFICIAL	10/22/2020	
PO#:		Voucher #:			2449 Invoice	Invoice No: FB100920	Paid Amt: \$90.00
							Check Amount: \$90.00
2909	1	1735	14770	E 01	STATE CHEMICAL SOLUTIONS		Check
					Disinfectant wipes	10/22/2020	
PO#:		Voucher #:			2398 Invoice	Invoice No: 901684932	Paid Amt: \$838.16
					E 01 302 810 000 000 401		\$78.16
					E 01 101 810 000 000 401		\$380.00
					E 01 101 810 000 000 401		\$49.12
PO#:		Voucher #:			2399 Invoice	Invoice No: 901684929	Paid Amt: \$429.12
					E 01 301 810 000 000 401		\$760.00
					E 01 301 810 000 000 401		\$65.82
PO#:		Voucher #:			2400 Invoice	Invoice No: 901684927	Paid Amt: \$825.82
							Check Amount: \$2,093.10
2909	1	1736	15040	E 04	SUPER ONE		Check
					Bearcare Snacks	10/22/2020	
PO#:		Voucher #:			2406 Invoice	Invoice No: 00130181	Paid Amt: \$108.86
							Check Amount: \$108.86

Rock Ridge Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2909	1	1737	15270	E 01	101 203 000 000 401	343-30078 SAN SHARPIES FINE POINT 8 C	\$14.76
				E 01	101 203 000 000 401	343-71544 CL ERASER CAPS ASSORTED	\$3.48
				E 01	101 203 000 000 401	343-61613U12C STX STOREX PENCIL CASE	\$29.60
				E 01	101 203 000 000 401	343-89243 CLI CLIP BOARDS ECONOMIC	\$14.80
				PO#: 1322 Voucher #: 2385 Invoice Invoice No: INV/2020/2672/146			Paid Amt: \$126.82
							Check Amount: \$329.66
2909	1	1738	15360	E 03	005 760 000 720 401	rod assembly	\$55.60
				E 03	005 760 000 720 401	freight	\$6.99
				PO#: 1572 Voucher #: 2403 Invoice Invoice No: X101004084:01			Paid Amt: \$62.59
							Check Amount: \$62.59
2909	1	1739	1109	E 01	302 294 701 000 305	OFFICIAL	\$90.00
				PO#: Voucher #: 2452 Invoice Invoice No: FB102320			Paid Amt: \$90.00
							Check Amount: \$90.00
2909	1	1740	15740	E 05	101 865 000 369 350	Franklin Elementary	\$547.83
				E 05	100 865 000 369 350	Nelle Shean Elementary	\$547.83
				E 05	301 865 000 369 350	Gilbert JR High	\$547.83
				E 05	301 865 000 369 350	Manuel training	\$547.83
				E 05	302 865 000 369 350	EG high school	\$547.83
				E 05	302 865 000 369 350	Fine arts	\$547.83
				PO#: 1576 Voucher #: 2401 Invoice Invoice No: 3005506181			Paid Amt: \$3,286.98
							Check Amount: \$3,286.98
2909	1	1741	16100	E 05	302 865 000 363 350	Fire extinguisher bracket	\$72.96
				PO#: 1561 Voucher #: 2375 Invoice Invoice No: IN634271			Paid Amt: \$72.96
							Check Amount: \$72.96
2909	1	1742	16300	E 03	005 760 000 720 401	Bracket	\$158.61
				PO#: 1516 Voucher #: 2388 Invoice Invoice No: 544066			Paid Amt: \$158.61
				E 03	005 760 000 720 401	Switch door mount	\$17.71
				E 03	005 760 000 720 401	Switch door	\$7.49
				E 03	005 760 000 720 401	back up alarm	\$35.73
				E 03	005 760 000 720 401	freight	\$9.00
				PO#: 1571 Voucher #: 2402 Invoice Invoice No: 544174			Paid Amt: \$69.93
							Check Amount: \$228.54

Rock Ridge Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2909	1	1743	1107	E	01 302 294 701 000 305	10/22/2020	Check
		Voucher #:	2450	Invoice	Invoice No: FB100920		Paid Amt: \$90.00
							Check Amount: \$90.00
2909	1	1744	16710	E	01 302 294 702 000 430	10/22/2020	Check
		Voucher #:	2437	Invoice	Invoice No: 91220		Paid Amt: \$100.00
							Check Amount: \$100.00
Report Total:							\$125,723.79

Rock Ridge Public Schools



Project Update
26 OCT 2020



Excellent Progress!



HIGH SCHOOL

Spectrum/ERATS

STADIUM

ELEMENTARY SCHOOL

#1404

#1402

MAINTENANCE (BUS)
GARAGE

JV
SB

VARSAITY
SB

VARSAITY
BB

White Cedar Drive

Progress Parkway

Slumberland



Section 01: Strategic Overview

- Recap From Last School Board Meeting
- Executive Summary of Next Actions

Section 02: Bid Package #02 (High School)

- Bid Package #02 Summary
- Current Budget Status
 - Value Management Process Recap
- Contractor Hiring Recommendations

Section 03: Conclusion

- Questions



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Agenda

Project Update Presentation

Section 01: Strategic Overview



Recap from Previous School Board Meeting:

- School Board approval received for Contractor hiring recommendations for **(3)** out of the **(46)** Work Scopes bid in Bid Package #02 (High School) totaling appx. **\$29M**
 - Mechanical (Best Value)
 - Controls (Best Value)
 - Electrical (Best Value)
- Team effort needed between Advisory Team, Design Team, & KA to work on **\$5.65M** budget alignment strategy.



Executive Summary:

- Requesting formal School Board approval for Contractor hiring recommendations for the remaining **(43)** out of the **(46)** Work Scopes bid in Bid Package #02 (High School) totaling appx. **\$31M**
- Budget alignment strategy has been developed to show High School project alignment to Master Referendum Budget through Value Management process & team effort of Advisory Team, Design Team, & KA



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Agenda

Project Update Presentation

Section 02:
Bid Package #02
(Rock Ridge High School)



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Agenda

Project Update Presentation

Bid Package Results Summary



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Bid Analysis Spreadsheet

Project Update Presentation

WS	Work Scope Title	Price	Contractor	Location	Remarks
01-J	Final Clean	\$ 190,912	DPS Cleaners	Duluth, MN	District Electing to Self-Perform
04-B	Masonry (Exterior Only)	\$ 1,378,996	Bedrock Flint	Duluth, MN	
06-A	Carpentry	\$ 1,352,100	HAWK	Grand Rapids, MN	
06-C	Finished Carpentry	\$ 862,980	St. Germain's Cabinets	Duluth, MN	Did Not Sign Bid Form (\$185k ADD to disqualify this Contractor & move to next bidder)
07-B	Building Insulation	\$ 75,000	**NO BID**	N/A	KA Soliciting Quotes (Under \$175k) Scope difficult to define
07-F	Metal Panels	\$ 3,904,805	JAMAR	Duluth, MN	Extensive Value Management (Will be receiving Deduct Change Orders for appx. \$-1,000,000)
07-H	EPDM Roofing	\$ 2,218,000	Thelen Heating & Roofing	Brainerd, MN	
07-J	Applied Fireproofing	\$ 85,178	Structural Applicators, Inc	Clear Lake, WI	
07-K	Joint Sealant	\$ 146,500	WCS1 LLC	Fountain City, WI	
08-A	Doors, Frames & Hardware	\$ 805,500	Northern Door & Hardware	Duluth, MN	Tax Exempt Scope
08-D	Overhead & Coiling Doors	\$ 316,004	WL Hall**	Hopkins, MN	Original Low Bidder Dropped; WL Hall Included Alternates in Base Bid (No additional bidders in this scope, so no bidders are affected by this irregularity)
08-E	Accordion Folding Fire Doors	\$ 28,662	WL Hall	Hopkins, MN	
08-G	Aluminum Curtain Wall	\$ 3,498,081	United Glass, Inc.	Minneapolis, MN	Political Factors with Potential Local Contractor (\$11k ADD to disqualify this Contractor & move to next bidder)
09-A	Metal Studs & Drywall	\$ 2,656,969	RTL Construction**	Shakopee, MN	Original Low Bidder Dropped
09-B	Tile	\$ 892,000	Acoustics Associates	Golden Valley, MN	
09-C	Ceiling & Acoustical Treatment	\$ 1,487,000	Twin City Acoustics	Duluth, MN	



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Bid Analysis Spreadsheet

Project Update Presentation

WS	Work Scope Title	Price	Contractor	Location	Remarks
09-D	Flooring - Resilient & Carpet	\$ 793,284	Contract Tile & Carpet	Duluth, MN	
09-E	Resinous Flooring	\$ 406,450	Duluth Coatings**	Duluth, MN	Original Low Bidder Dropped
09-F	Wood Athletic Flooring	\$ 223,800	H2I	Minneapolis, MN	
09-G	Terrazzo	\$ 408,185	Advance Terrazzo	Coon Rapids, MN	100% Deduct Alternate Accepted (Resinous Flooring) – Results in complete elimination of this Work Scope
09-K	Painting & Wall Covering	\$ 681,000	Steinbrecher**	Princeton, MN	Original Low Bidder Dropped; Steinbrecher Included Alternates in Base Bid (No matter what alternate pricings were, Steinbrecher is still low)
10-A	Specialties (Material Only)	\$ 306,956	Bartley Sales	St. Louis Park, MN	Work Scope Allowance Missed, But Holding Price; Tax Exempt Scope
10-B	Specialty Signage	\$ 89,586	Todd Signs**	Hermantown, MN	Original Low Bidder Dropped; Todd Signs Included Alternates in Base Bid (No additional bidders in this scope, so no bidders are affected by this irregularity)
10-C	Demountable Modular Walls	\$ 705,335	H2I	Minneapolis, MN	2 nd Bidder Included \$85k of Non-Scope Items, Which Could Make Them Low – (Scope deducts after Bid Day) Not recommending to penalize the current responsible low bidder (H2I Group)
10-D	Operable Partitions	\$ 87,240	Skold Specialties	Isanti, MN	ModerCo Substitution Request Issued after last Addendum, but before Bid Day (\$25k ADD to disqualify this Contractor & move to next bidder) No other bidders expressed interest in ModerCo
10-K	Lockers	\$ 499,758	H2I	Minneapolis, MN	Did Not Include tax. Contractor is responsible for any related or applicable taxes
11-B	Loading Dock Equipment	\$ 15,000	***NO BID***	N/A	KA Soliciting Quotes (Under \$175k)
11-C	Shop Equipment	\$ 178,000	Northern Industrial Erectors	Grand Rapids, MN	Awarded as a Hard Cost but will be funded by FF&E
11-D	Theater Stage & Pit Filler	\$ 131,950	H2I	Minneapolis, MN	
11-F	Food Service Equipment	\$ 1,642,671	Great Lakes	Mattawan, MI	
11-J	Theater Aecessories	\$ 670,653	Wenger	Owatonna, MN	
11-K	Gymnasium Equipment	\$ 199,600	H&B Specialized	Eden Prairie, MN	Non-Union, But Has Made PLA Arrangements



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Bid Analysis Spreadsheet

Project Update Presentation

WS	Work Scope Title	Price	Contractor	Location	Remarks
11-L	Performing Arts & Music Equip.	\$ 200,121	Wenger	Owatonna, MN	Written Value Different Than Numerical Value – Accepted Lower Written Value
11-M	Ceiling Mounted Lift System	\$ 35,000	***NO BID***	N/A	KA Soliciting Quotes (Under \$175k); To be funded from FFE
12-B	Window Treatment	\$ 99,275	CE Contract	Eden Prairie, MN	Unit Prices Not Originally Listed On Bid Form, But provided after bid
12-C	Lab Equipment	\$ 348,445	H2I**	Minneapolis, MN	Original Low Bidder Dropped
12-D	Theater Seating	\$ 194,828	H2I	Minneapolis, MN	Did Not Include tax. Contractor is responsible for any related or applicable taxes
12-H	Bleachers	\$ 195,969	SAAFE	Ellendale, MN	
13-A	Swimming Pools	\$ 1,380,000	Aqua Logic	Waconia, MN	\$30,000 Work Scope Allowance Missed, But Holding Price
14-A	Conveying Lifts	\$ 46,480	Arrowlift	Blaine, MN	
14-B	Elevators	\$ 380,000	Schindler	Duluth, MN	
21-A	Fire Suppression	\$ 721,400	Summit	Duluth, MN	Political Factors with Potential Local Contractor (\$9K ADD to disqualify this Contractor & move to next local bidder)
23-B	Mechanical (Plumbing+HVAC) (**Best Value Work Scope)	\$ 14,113,000	RJ Mechanical	Mora, MN	Previously Awarded
25-A	Building Controls (**Best Value Work Scope)	\$ 1,295,000	UHL	Duluth, MN	Previously Awarded
	Building Controls (**Elementary Credit Transfer)	\$ (286,700)	UHL	Duluth, MN	Previously Awarded
26-A	Electrical (High+Low Voltage) (**Best Value Work Scope)	\$ 13,590,000	HUNT Electric	Duluth, MN	Previously Awarded
32-C	Athletic Track Surfacing	\$ 314,980	Beynon Sports	Minneapolis, MN	Original Contractor Disqualified – Recommending Replacement Contractor (From Bid Package #01)
32-D	Fence (Rebid)	\$ 858,765	Peterson Companies	Chisago City, MN	\$200k savings realized from "Reject & Re-Bid" process



OVERALL BID SUMMARY

	Budget	Low Bids (Adjusted)	Over / Under Budget	Remarks
BP-1 - Sitework & Structure Package	\$ 32,747,778	\$ 31,852,491	\$ (895,287)	
BP-2 - Building & Interiors Package	\$ 53,187,049	\$ 59,999,082	\$ 6,812,033	
Alternates	\$ -	\$ (252,865)	\$ (252,865)	**Deletion of Commons Terrazzo (Convert to Fluid-Applied Resinous)
Subtotal	\$ 85,934,827	\$ 91,598,708	\$ 5,663,881	
General Conditions	\$ 3,131,821	\$ 3,131,821		
Contingency	\$ 3,118,889	\$ 3,118,889		
Subtotal	\$ 92,185,537	\$ 97,849,418	\$ 5,663,881	6.14%

Note: The costs for all above-listed bid recommendations, to include the next low responsible bidder (in the case where an "Original Low Bid Dropped") have been accounted for in the above summary of these results.



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Agenda

Project Update Presentation

Project Budget, Bid Results, & Value Management



Solution

- **Cost Reductions**
 - Targeted **Value Management** on Mis-Aligned Scopes
 - Possible **Reject & Re-Bid** of Some Work Scopes
 - Evaluate **Alternates** - Reject “Add’s” & Accept “Deduct’s”
 - **Holistic Review** of All Work Scopes for Potential Savings
 - Fund some Equipment Scopes through **Soft Costs**
 - Evaluate **Tax Savings** for District-direct material purchases
- **Revenue Increases**
 - Identify realistic list of **Fundraising** opportunities
 - Evaluate any other sources of **Additional Financing**



Cost Reduction Criteria (*“Nice to Have vs. Must Have”*)

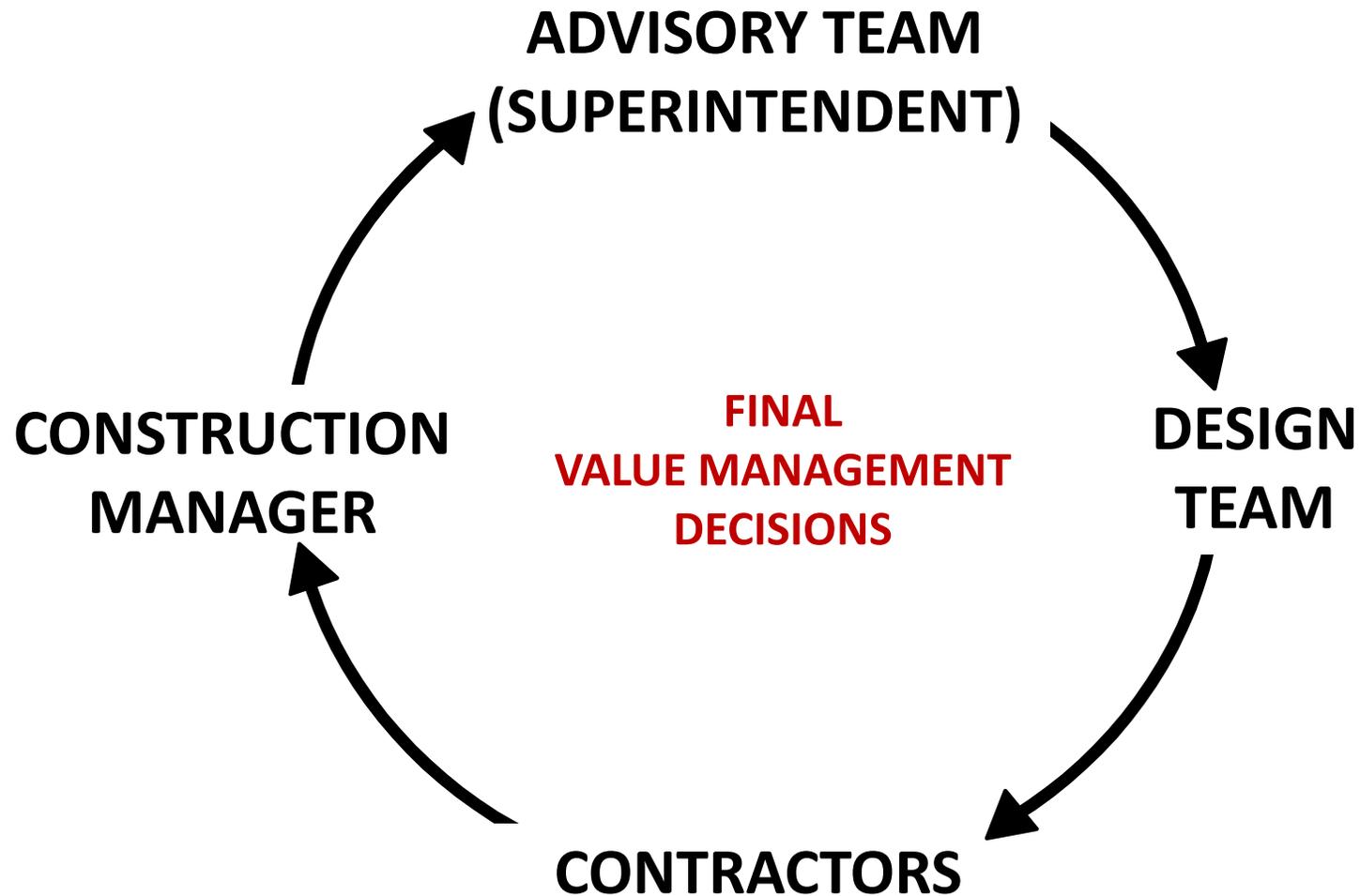
- Items that do not significantly degrade **Education Process**
- Items that do not significantly degrade the **Intended Use**
 - Academics
 - Athletics
 - Arts
 - Community Access & Utilization
 - Career Academy CTE Spaces
- Items that do not significantly degrade the **Aesthetics** of the building
- Items that do not significantly degrade the **Longevity** or significantly add to the **Maintenance** of the facility
- Items that do not significantly degrade the **Overall Design Intent**



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Collaborative Value Management Process

Project Update Presentation





TOTAL REFERENDUM BUDGET: \$178.5 Million (+\$4.5 M) = \$183M

1. Elementary #1 – Eveleth Campus (PreK-6th Grades)	
Construction Budget	\$27.2 Million
Soft Costs Budget	\$6.8 Million
Subtotal Estimated Budget	\$34 Million (Incl's \$3M Addt'l from Eveleth-Gilbert)
2. Career Academy High School (7th-12th Grades)	
Construction Budget	\$92 Million
Soft Costs Budget	\$22.5 Million
Subtotal Estimated Budget	\$114.5 Million (Incl's \$1.5M Addt'l From Virginia)
3. Elementary #2 – Virginia Campus (3rd-6th Grades)	
Construction Budget	\$21.5 Million
Soft Costs Budget	\$5.5 Million
Subtotal Estimated Budget	\$27 Million
4. Structural Demolition of Existing Campuses (Eveleth / Gilbert / Virginia)	
Subtotal Estimated Budget	\$7.5 Million



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High School Construction Budget (Hard Costs)

Project Update Presentation

Construction Budget Breakdown	
Bid Package #01	\$33 Million
Bid Package #02	\$53 Million
General Conditions (GC's)	\$3 Million
Contingency	\$3 Million
Construction Budget (Hard Costs)	\$92 Million



Construction Budget vs. Bids	
Construction Budget (Hard Costs)	\$92 Million
Final Bids (BP#01, BP#02, GC's, Contingency)	\$97.65 Million
Budget Alignment Required	~\$5.65 Million (~6% Higher)

Note: All bidder verification interviews have now been completed for the 1st apparent low bidder and 2nd apparent low bidder for each Work Scope



Value Management: Cost Reductions	
Construction Budget (Hard Costs)	\$92 Million
Final Bids (BP#01, BP#02, GC's, Contingency)	\$97.65 Million
Budget Alignment Required	\$5.65 Million (Over)
Value Management: Accepted Cost Reductions	-\$4 Million
Budget Alignment Required	\$1.65 Million (Over)



Value Management: Revenue Increases	
Construction Budget (Hard Costs)	\$92 Million
Final Bids (BP#01, BP#02, GC's, Contingency)	\$97.65 Million
Budget Alignment Required	\$5.65 Million (Over)
Value Management: Accepted Cost Reductions	-\$4 Million
Budget Subtotal	\$1.65 Million (Over)
Value Management: Additional Project Funding (Commitment of Bond Revenue Funds)	-\$1.65 Million*
Budget Alignment Required	\$0 (Aligned)

***Note #01:** The \$1.65M of Additional Project Funding is pending approval by the School Board.

***Note #02:** If decided the \$1.65M of Additional Project funding is NOT approved, the team has pre-designated additional Cost Reductions (these WILL impact the guiding Cost Reduction Criteria)



Alternates Summary:

Alternate Description	Value	Recommendation
Commons Flooring from Terrazzo to Resinous	- \$250,000	Accept
Upgrade Roof Warranty	+ \$180,000	Delay Award
Add Window Treatments / Gym	+ \$11,500	Delay Award
Add Window Treatments / Pool	+ \$10,000	Delay Award
Add Window Treatments / North Windows	+ \$41,000	Delay Award
Add (1) Traveling/Mobile Bleacher	+ \$70,000	Delay Award
Eliminate Redundant Chilled Water Pump	- \$17,500	Accept
Polypropylene Piping in lieu of Metal Piping for Hydronics	- \$0	Delay Award
Add Stadium Concessions/Restroom Building (Less Concessions Buildout)	+ \$142,500	Delay Award
Add Stadium Concessions/Restroom Building (Concessions Buildout)	+ \$65,500	Delay Award



Alternates Summary:

Alternate Description	Value	Recommendation
Add Athletic Fields' Concessions/Restroom Building (Less Concessions Buildout)	+ \$145,000	Delay Award
Add Athletic Fields' Concessions/Restroom Building (Concessions Buildout)	+ \$55,500	Delay Award
Add Stadium Storage Building (Complete Assembly)	+ \$130,000	Delay Award
Add Athletic Fields' Storage Building (Complete Assembly)	+ \$90,000	Delay Award
Add JV Athletic Fields' Batting Cages (4x Total)	+ \$65,000	Delay Award
Add JV Athletic Fields' Stadium Lighting Rough-Ins	+ \$16,500	Delay Award

- **Total "Add Alternates":** \$1,022,500 (Not Included In Budget Alignment Plan)
 - **Note:** Add Alternates NOT Accepted at this time, due to current budget constraints
- **Total "Deduct Alternates":** **-\$267,500** (Included In Budget Alignment Plan)



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Recommendation Letter

Project Update Presentation

Contractor Hiring Recommendation Letter (Additional Details)



Procedural Bidding Notes & Irregularities:

Bid Package #01

- **Work Scope 32-C “Athletic Track Surfacing”**
 - Letter of Disqualification sent (via Certified Mail) to original apparent low bidder (Upper Midwest Athletic Construction), as that Contractor was unable to provide Specification-required documentation to be approved as a certified manufacturer/installer on the project.
 - No Contract was ever executed between Upper Midwest Athletic Construction and Rock Ridge Public Schools. No legal relationship established that requires severing.
 - Now recommending Beynon Sports, the lowest *responsible* bidder within this Work Scope.



Procedural Bidding Notes & Irregularities:

Bid Package #02

- **Work Scope 01-J “Final Cleaning”**
 - Recommending NO Contractors for award, as the Rock Ridge Public Schools has stated this work can be self-performed by the District
- **Work Scope 06-C “Finish Carpentry”**
 - Bid Form was not signed by St. Germain’s Cabinets on Bid Day
 - St. Germain’s Cabinets immediately provided a signed Bid Form the next day
 - Still recommending approval, as unlike a past case of disqualification for this reason, this was the sole procedural issue with this bid, opposed to multiple procedural issues.
 - Cost delta to the District is an additional \$180,000 to move on to next responsible bidder in this Work Scope.



Procedural Bidding Notes & Irregularities:

Bid Package #02

- **Work Scope 07-B “Building Insulation”**
 - Recommending NO Contractors for award, as no bids were received for this Work Scope.
 - Through the recent post-bid interview process, it was determined there is some Spray Foam Insulation scope that will need to be covered by a Contractor.
 - Scope difficult to define for bidding.
 - The value of this work will be under \$175,000, so KA will begin the quote solicitation process.



Procedural Bidding Notes & Irregularities:

Bid Package #02

- **Work Scope 07-F “Metal Panels”**

- Work Scope 07-F “Metal Panels” received a sole bid.
- The current apparent low bidder “Jamar” has a complete bid, assembled per the Contract Documents.
- There was a significant discrepancy between the Design-Development level budget prepared by KA and the sole bid received in this Work Scope (\$2.5M difference)
- To date, Jamar has worked with the Design Team & KA to assemble approximately \$1.0M of Value Management suggestions.
- It is likely that the KA Design-Development level budget was also low for this particular scope, compared to the final Construction Document level design, due to timing of estimate and final system detailing that includes a highly-custom application.
- Recommend to accept Value Management suggestions and proceed with Jamar.



- **Work Scope 08-D “Overhead & Coiling Doors”**
 - The original apparent low bidder was “DoorCo”, but they determined their bid contained a material defect and have formally requested their bid be disqualified.
 - KA does not recommend any action be taken on the Bid Bond furnished by DoorCo.
 - KA is recommending the next lowest responsible bidder “W.L. Hall”
 - Note: WL Hall included Alternates in their base bid. WL Hall provided a reasonable Alternate break-out after bid time.
- **Work Scope 09-A “Metal Framing & Drywall”**
 - The original apparent low bidder was “Pinnacle Wall Systems”, but they determined their bid contained a material defect and have formally requested their bid be disqualified.
 - KA does not recommend any action be taken on the Bid Bond furnished by Pinnacle Wall Systems.
 - KA is recommending the next lowest responsible bidder “RTL Construction”



- **Work Scope 09-E “Fluid-Applied Resinous Flooring”**
 - The original apparent low bidder was “QC Companies”, but they determined their bid was not PLA-Compliant, and would be completing the job with Non-Union labor, without any agreements in place with the local Unions.
 - KA does not recommend any action be taken on the Bid Bond furnished by QC Companies.
 - KA is recommending the next lowest responsible bidder “Duluth Coatings”
- **Work Scope 09-G “Terrazzo”**
 - The current apparent low bidder is “Advance Terrazzo”, but the deduct alternate to completely remove Terrazzo from the project is currently recommended by KA.
 - This deduct alternate would eliminate 100% of Advance Terrazzo’s contract value.



- **Work Scope 09-K “Painting & Wall Covering”**

- The original apparent low bidder was “Regional Painting”, but they determined their bid contained a material defect and have formally requested their bid be disqualified.
- KA does not recommend any action be taken on the Bid Bond furnished by Regional Painting.
- KA is recommending the next lowest responsible bidder “Steinbrecher Painting”.
- Steinbrecher Painting also had a procedural irregularity, and included all bidding “Add Alternates” within their Base Bid.
- Steinbrecher Painting provided the “Add Alternates” breakouts afterwards, however, their competitors’ prices for these Alternates were technically known at this point.
- Steinbrecher Painting’s cost breakouts for these “Add Alternates” were fair & reasonable compared to the breakouts for these items by their competitors.
- The price of Steinbrecher Painting’s base bid plus included alternates is low compared to the next lowest bidder (without alternates included). By accepting the Steinbrecher Painting proposal, no unfair situation would occur to the next bidder.
- As the “Add Alternates” are not recommended for approval, these amounts would be immediately removed from Steinbrecher Painting’s Contract.
- Cost to disqualify Steinbrecher Painting and move to the next lowest responsible bidder “Fransen Decorating” is appx. \$15,000.



- **Work Scope 10-A “Specialties - Supply”**
 - “Bartley Sales” technically stated they did not include their Work Scope Allowance within their base bid, but are willing to proceed with the Contract as if they did.
- **Work Scope 10-B “Specialty Signage”**
 - The original apparent low bidder was “BMSI”, but they determined their bid contained a material defect and have formally requested their bid be disqualified.
 - KA does not recommend any action be taken on the Bid Bond furnished by BMSI.
 - KA is recommending the next lowest responsible bidder “Todd Signs”.
 - Todd Signs also had a procedural irregularity, and included all bidding “Add Alternates” within their Base Bid.
 - Todd Signs provided the “Add Alternates” breakouts afterwards, however, their competitors’ prices for these Alternates were technically known at this point.
 - Todd Signs’ cost breakouts for these “Add Alternates” were fair & reasonable compared to the breakouts for these items by their competitors.
 - As the “Add Alternates” are not recommended for approval, these amounts would be immediately removed from Todd Signs’ Contract.
 - There were no other bids received within Work Scope 10-B besides “BMSI” & “Todd Signs”, so no unfair situation would occur to another bidder.



- **Work Scope 10-C “Demountable Walls”**

- The current apparent low bidder “H2I” has a complete bid, assembled per the Contract Documents.
- During the post-bid interview process, it was revealed that “Krueger International (KI)” had included \$85k of final hardware supply & install within their proposal.
- The Bidding Documents state, per Sheet A600/A601, that door hardware is to be supplied by Work Scope 08A “Doors/Frames/Hardware – Supply” and installed by Work Scope 06A “Rough Carpentry”.
- By eliminating the \$85k of final hardware supply & install from the KI proposal, KI’s bid would technically be appx. \$84k lower than H2I Group, given that the two bids were initially and apparently only about \$1,000 apart.
- KA is still recommending that H2I Group be awarded the Contract for Work Scope 10-C, as their initial bid was representative of a complete, responsive, and responsible bid on bid day, as opposed to KI being able to provide a price modification post-bid due to their honest mistake.



- **Work Scope 10-D “Operable Partitions”**

- The current apparent low bidder “Skold Specialties” is not technically listed as an “Approved Manufacturer” within the Contract Documents.
- Skold Specialties attempted to submit a Substitution Request during the Addendum period, but sent it in to an incorrectly spelled KA email address.
- Skold Specialties contacted KA after the final Addendum was published, stating their Substitution Request was not addressed, which is when the failed transmission was discovered.
- Skold Specialties then (prior to the bid date) sent in a Substitution Request through the correct channels, which via email, was confirmed to be an acceptable alternative product.
- However, as no more Addenda were to be published at that time, this was not formalized into the Contract Documents officially to all bidders.
- As the alternative product can only be provided by authorized dealers, consequently, it is unlikely that any other competitors would have been able to bid on this substituted product. No unfair situation has occurred to another bidder.



- **Work Scope 10-K “Lockers”**
 - The current apparent low bidder “H2I Group” did not include any taxes on their proposal, but are responsible for any applicable taxes.
- **Work Scope 11-B “Loading Dock Equipment”**
 - Recommending NO Contractors for award, as no bids were received for this Work Scope.
 - Work is estimated at the \$15,000 - \$20,000 order of magnitude.
 - The value of this work will be under \$175,000, so KA has begun the quote solicitation process.
- **Work Scope 11-C “Shop Equipment”**
 - As this Work Scope contains items that would typically be considered “Furniture, Fixtures, & Equipment” (F.F.&E.), these costs will be financed by the Soft Costs portion of the project budget, not the Hard Costs Construction Budget



- **Work Scope 11-K “Gymnasium Equipment”**
 - The current apparent low bidder “H&B Specialized” is a Non-Union Contractor who will be utilizing Non-Union labor on the jobsite. However, H&B Specialized will sign the PLA and pay the wage differentials.
 - The installation of the structural ceiling-mounted gym equipment is a specialty installation requiring specially-trained personnel.
- **Work Scope 11-L “Performing Arts & Music Equipment”**
 - The current apparent low bidder “Wenger” had a discrepancy on the Bid Form between the bid value expressed in written words vs. the bid value expressed numerically.
 - Per the published process, Wenger has agreed to abide by the bid value expressed in written words, which is also the lower of the two bid values (appx. \$7,000 less).



- **Work Scope 11-M “Ceiling Lift”**
 - Recommending NO Contractors for award, as no bids were received for this Work Scope.
 - Work is estimated at the \$30,000 - \$40,000 order of magnitude.
 - The value of this work will be under \$175,000, so KA has begun the quote solicitation process.
 - As this Work Scope contains an item that would typically be considered “Furniture, Fixtures, & Equipment” (F.F.&E.), these costs will be financed by the Soft Costs portion of the project budget.
- **Work Scope 12-B “Window Treatments”**
 - The current apparent low bidder “CE Contract” was missing a Unit Price on the Bid Form, but provided a reasonable Unit Price shortly after bid time.



- **Work Scope 12-C “Lab Casework & Equipment”**
 - The original apparent low bidder was “Innovative Laboratory Systems”, but they determined their bid contained a material defect and have formally requested their bid be disqualified.
 - KA does not recommend any action be taken on the Bid Bond furnished by Innovative Laboratory Systems.
 - KA is recommending the next lowest responsible bidder “H2I Group”.
- **Work Scope 12-D “Theater Seating”**
 - The current apparent low bidder “H2I Group” did not include any taxes on their proposal, but are responsible for any applicable taxes.
- **Work Scope 13-A “Swimming Pool”**
 - “Aqua Logic” technically stated they did not include their \$30,000 Work Scope Allowance within their base bid, but are willing to proceed with the Contract as if they did.



Political Bidding Notes:

Bid Package #02

- **Work Scope 08-G “Aluminum/Wood Curtainwall, Storefront, & Glazing” (Windows)**
 - Difference of \$11,000 between United Glass (**Minneapolis**) vs. Mesabi Glass (**Hibbing**) on \$3.5M Contract (Bids are within ~0.25%)
 - Additional Factors:
 - Workforce Availability
 - Company Size & Capabilities
 - Technical Complexity
 - Community Contributions
 - Long-Term Maintenance & Serviceability
 - MN Bidding Laws & Bid Rejection Procedures
 - Provides a Possible Opening for Litigation
 - Career Academy Mentorship Partnering



Political Bidding Notes:

Bid Package #02

- **Work Scope 21-A “Fire Suppression System” (Sprinklers)**
 - Difference of \$8,700 between Summit Fire Protection (**Duluth**) vs. LVC Corporation (**Hibbing**) on \$720K Contract (Bids are within ~1%)
 - Additional Factors:
 - Workforce Availability
 - Company Size & Capabilities
 - Technical Complexity
 - Community Contributions
 - Long-Term Maintenance & Serviceability
 - MN Bidding Laws & Bid Rejection Procedures
 - Provides a Possible Opening for Litigation
 - Career Academy Mentorship Partnering



KRAUS-ANDERSON®

Agenda

Project Update Presentation

Section 03: Conclusion



KRAUS-ANDERSON®

Questions

Project Update Presentation

Thank you!

Questions (?)



October 26, 2020

Dr. Noel Schmidt
 Rock Ridge Public Schools - ISD #2909
 411 South 5th Avenue
 Virginia, MN 55792

**RE: Rock Ridge High School - Bid Package #02
 Contract Award Recommendations (Part 2 of 2)**

Dear Dr. Schmidt:

This letter is concerning Kraus-Anderson® Construction Company's (KA) recommendations for contract awards for the above-mentioned project that was bid on September 29, 2020.

KA has undergone several days of bidder verification, and we submit the following lowest responsible bidders with their total bid amount:

Bid Package #02 Base Bid:

ID	Work Scope	Contractor & Address		Bid Amount
WS 01-J	Final Cleaning	District will Self-Perform	Base Bid	\$0.00
WS 04-B	Masonry (Building Exterior Only)	Bedrock Flint Inc. 4204 Enterprise Circle Duluth, MN 55811	Base Bid	\$1,378,996.00
WS 06-A	Carpentry	HAWK Construction, Inc. 1833 W. Hwy. 2 Grand Rapids, MN 55744	Base Bid	\$1,352,100.00
WS 06-C	Finished Carpentry	St. Germain's Cabinet, Inc. 58724 Miller Trunk Highway Duluth, MN 55811	Base Bid	\$862,980.00
WS 07-B	Building Insulation	No Bids Received	Base Bid	\$0.00
WS 07-F	Metal Panels	The Jamar Company 4701 Mike Colalillo Drive Duluth, MN 55807	Base Bid	\$3,904,805.00
WS 07-H	EPDM Roofing Assembly	Thelen Heating & Roofing, Inc. 1717 13th Street SE Brainerd, MN 56401	Base Bid	\$2,218,000.00
WS 07-J	Applied Fireproofing	Structural Applicators, Inc. PO Box 398 Clear Lake, WI 54005	Base Bid	\$85,178.00

WS 07-K	Joint Sealants	WCS1, LLC S2888 Waumandee Creek Rd, PO Box 156 Fountain City, WI 54629	Base Bid	\$146,500.00
WS 08-A	Doors, Frames, and Hardware – Material Only	Northern Door & Hardware, Inc. 2202 West 1st Street Duluth, MN 55806	Base Bid (Less Listed Tax)	\$743,565.00
	*Sales Tax Removed - See "Notes"			
WS 08-D	Overhead and Coiling Doors	W.L. Hall Co. 530 15th Avenue South Hopkins, MN 55343	Base Bid	\$265,818.00
WS 08-E	Accordion Folding Fire Doors	W.L. Hall Co. 530 15th Avenue South Hopkins, MN 55343	Base Bid	\$28,662.00
WS 08-G	Aluminum Entrance, Storefront, & Curtain Wall	United Glass, Inc. 8340 89th Avenue N Brooklyn Park, MN 55445	Base Bid	\$3,498,081.00
WS 09-A	Metal Studs & Drywall	RTL Construction, Inc. 290 Sarazin Street Shakopee, MN 55379	Base Bid	\$2,656,969.00
WS 09-B	Tile	Acoustics Associates, Inc. 1250 Zane Avenue North Golden Valley, MN 55422	Base Bid	\$892,000.00
WS 09-C	Ceiling and Acoustical Treatment	Twin City Acoustics, Inc. 9449 Science Center Drive, Ste 100 New Hope, MN 55428	Base Bid	\$1,487,000.00
WS 09-D	Flooring - Resilient and Carpet	Contract Tile & Carpet, LLC 537 Garfield Avenue Duluth, MN 55802	Base Bid	\$793,284.00
WS 09-E	Resinous Flooring	Duluth Coating Systems, Inc. 5826 Old Miller Trunk Highway Duluth, MN 55811	Base Bid	\$406,450.00
WS 09-F	Wood Athletic Flooring	H2I Group 430 Industrial Boulevard NE Minneapolis, MN 55416	Base Bid	\$223,800.00
WS 09-G	Terrazzo	Advance Terrazzo & Tile Co., Inc. 425 Coon Rapids Boulevard NW Coon Rapids, MN 55433	Base Bid	\$408,185.00
WS 09-K	Painting and Wall Covering	Steinbrecher Painting Company 1408 7th Street N, PO Box 159 Princeton, MN 55371	Base Bid	\$669,150.00
WS 10-A	Specialties – Material Only	Bartley Sales Company, Inc. 6509 Cambridge Street Minneapolis, MN 55426	Base Bid (Less Listed Tax)	\$283,235.00
	*Sales Tax Removed - See "Notes"			

WS 10-B	Specialty Signage	LJS Inc. DBA Todd Signs 5147 Miller Trunk Highway Duluth, MN 55811	Base Bid	\$85,860.70
WS 10-C	Demountable Modular Walls	H2I Group 430 Industrial Boulevard NE Minneapolis, MN 55416	Base Bid	\$705,335.00
WS 10-D	Operable Partitions	Skold Specialty Contracting, LLC 29501 Potassium Street NW Isanti, MN 55040	Base Bid	\$87,240.00
WS 10-K	Lockers	H2I Group 430 Industrial Boulevard NE Minneapolis, MN 55416	Base Bid	\$499,758.00
WS 11-B	Loading Dock Equipment	No Bids Received	Base Bid	\$0.00
WS 11-C	Shop Equipment	Northern Industrial Erectors, Inc. 2500 Glenwood Drive Grand Rapids, MN 55744	Base Bid	\$178,000.00
WS 11-D	Theater Stage	H2I Group 430 Industrial Boulevard NE Minneapolis, MN 55416	Base Bid	\$131,950.00
WS 11-F	Food Service Equipment	Great Lakes Hotel Supply Company 24101 W Nine Mile Road Southfield, MI 48033	Base Bid	\$1,642,671.00
WS 11-J	Theatre Accessories	Wenger Corporation 555 Park Drive Owatonna, MN 55060	Base Bid	\$670,653.00
WS 11-K	Gymnasium Equipment	H&B Specialized Products, Inc. 6560 Edenvale Boulevard Eden Prairie, MN 55346	Base Bid	\$199,600.00
WS 11-L	Performing Arts & Music Equipment	Wenger Corporation 555 Park Drive Owatonna, MN 55060	Base Bid	\$200,121.00
WS 11-M	Ceiling Mounted Lift System	No Bids Received	Base Bid	\$0.00
WS 12-B	Window Treatment	CE LLC dba CE Contract 7174 Shady Oak Road Eden Prairie, MN 55344	Base Bid	\$99,275.00
WS 12-C	Laboratory Equipment, Casework, & Countertops	H2I Group 430 Industrial Boulevard NE Minneapolis, MN 55416	Base Bid	\$348,445.00
WS 12-D	Theatre Seating	H2I Group 430 Industrial Boulevard NE Minneapolis, MN 55416	Base Bid	\$194,828.00

WS 12-H	Bleachers	SAAFE, LLC 684 Excelsior Boulevard, Suite 220, PO Box 230 Excelsior, MN 55331	Base Bid	\$195,969.00
WS 13-A	Swimming Pools	Aqua Logic, Inc. 501 Industrial Boulevard Waconia, MN 55387	Base Bid	\$1,380,000.00
WS 14-A	Conveying Lifts	DRN Enterprises, DBA Arrow Lift 205 West 2nd Street, #400 Duluth, MN 55802	Base Bid	\$46,480.00
WS 14-B	Elevators	Schindler Elevator Corporation 895 Blue Gentian Road, Suite 12 Eagan, MN 55121	Base Bid	\$380,000.00
WS 21-A	Fire Suppression	Summit Fire Protection Co. 1902 W 10th Street Duluth, MN 55806	Base Bid	\$721,400.00
WS 23-B	Combined Mechanical	Awarded on October 12, 2020		
WS 25-A	Building Controls	Awarded on October 12, 2020		
WS 26-A	Electrical	Awarded on October 12, 2020		
WS 32-D	Fence (Re-Bid)	Peterson Companies, Inc. 8326 Wyoming Trail Chisago City, MN 55013	Base Bid	\$858,765.00
Total Base Bid Recommended:				\$30,931,108.70

Alternates:

ID	Description	Work Scope	Bid Amount	Total Recommended
ALT-09	Commons Flooring (Deduct Alternate)			
	-ALTERNATE ACCEPTED	WS 09-E - Resinous Flooring	\$155,320.00	\$155,320.00
		WS 09-G - Terrazzo	(\$408,185.00)	(\$408,185.00)
		Total	(\$252,865.00)	(\$252,865.00)
ALT-10	Roofing Warranty (Add Alternate)			
	-ALTERNATE REJECTED	WS 07-H - EPDM Roofing Assembly	\$182,000.00	\$0.00
		Total	\$182,000.00	\$0.00
ALT-11	Window Treatments – Gymnasium (Add Alternate)			
	-ALTERNATE REJECTED	WS 12-B - Window Treatment	\$5,710.00	\$0.00
		Total	\$5,710.00	\$0.00
ALT-12	Window Treatments – Pool (Add Alternate)			
	-ALTERNATE REJECTED	WS 12-B - Window Treatment	\$9,175.00	\$0.00
		Total	\$9,175.00	\$0.00
ALT-13	Window Treatments – North Facing (Add Alternate)			
	-ALTERNATE REJECTED	WS 12-B - Window Treatment	\$40,750.00	\$0.00
		Total	\$40,750.00	\$0.00

ALT-14 Traveling Bleacher (Add Alternate)			
-ALTERNATE REJECTED	WS 12-H - Bleachers	\$69,461.00	\$0.00
	Total	\$69,461.00	\$0.00
ALT-15 Hydronic Piping Material (Deduct Alternate)			
-ALTERNATE REJECTED	N/A	\$0.00	\$0.00
	Total	\$0.00	\$0.00
ALT-16 Dual Chilled Water Pumps (Deduct Alternate)			
-ALTERNATE PREVIOUSLY ACCEPTED	N/A	\$0.00	\$0.00
	Total	\$0.00	\$0.00
ALT-17 Exterior Building – Stadium Concessions/Restroom (Add Alternate)			
-ALTERNATE REJECTED	WS 04-B - Masonry (Building Exterior Only)	\$42,608.00	\$0.00
	WS 06-A - Carpentry	\$34,200.00	\$0.00
	WS 07-H - EPDM Roofing Assembly	\$15,000.00	\$0.00
	WS 08-A - Doors, Frames and Hardware - Material Only	\$3,810.00	\$0.00
	WS 08-D - Overhead and Coiling Doors	\$8,242.00	\$0.00
	WS 09-K - Painting and Wall Covering	\$3,100.00	\$0.00
	WS 10-A - Specialties - Material Only	\$5,113.00	\$0.00
	WS 10-B - Specialty Signage	\$1,862.50	\$0.00
	Total	\$113,935.50	\$0.00
ALT-18 Exterior Building – Ballfield Concessions/Restroom (Add Alternate)			
-ALTERNATE REJECTED	WS 04-B - Masonry (Building Exterior Only)	\$36,320.00	\$0.00
	WS 06-A - Carpentry	\$34,200.00	\$0.00
	WS 07-H - EPDM Roofing Assembly	\$15,000.00	\$0.00
	WS 08-A - Doors, Frames and Hardware - Material Only	\$3,810.00	\$0.00
	WS 08-D - Overhead and Coiling Doors	\$8,242.00	\$0.00
	WS 09-K - Painting and Wall Covering	\$3,100.00	\$0.00
	WS 10-A - Specialties - Material Only	\$5,113.00	\$0.00
	WS 10-B - Specialty Signage	\$1,862.50	\$0.00
	Total	\$107,647.50	\$0.00
ALT-19 Exterior Building – Stadium Storage (Add Alternate)			
-ALTERNATE REJECTED	WS 04-B - Masonry (Building Exterior Only)	\$37,492.00	\$0.00
	WS 06-A - Carpentry	\$48,000.00	\$0.00
	WS 07-H - EPDM Roofing Assembly	\$25,000.00	\$0.00
	WS 08-A - Doors, Frames and Hardware - Material Only	\$2,890.00	\$0.00
	WS 08-D - Overhead and Coiling Doors	\$21,191.00	\$0.00
	WS 09-K - Painting and Wall Covering	\$3,500.00	\$0.00
	WS 10-A - Specialties - Material Only	\$130.00	\$0.00
	Total	\$138,203.00	\$0.00
ALT-20 Exterior Building – Ballfield Storage (Add Alternate)			
-ALTERNATE REJECTED	WS 04-B - Masonry (Building Exterior Only)	\$20,791.00	\$0.00
	WS 06-A - Carpentry	\$48,500.00	\$0.00
	WS 07-H - EPDM Roofing Assembly	\$15,000.00	\$0.00
	WS 08-A - Doors, Frames and Hardware - Material Only	\$1,447.00	\$0.00
	WS 08-D - Overhead and Coiling Doors	\$12,511.00	\$0.00
	WS 09-K - Painting and Wall Covering	\$2,150.00	\$0.00
	WS 10-A - Specialties - Material Only	\$130.00	\$0.00
	Total	\$100,529.00	\$0.00

ALT-21 Exterior Building Fitout – Stadium Concessions (Add Alternate)				
-ALTERNATE REJECTED	WS 06-A - Carpentry		\$10,300.00	\$0.00
	WS 08-A - Doors, Frames and Hardware - Material Only		\$620.00	\$0.00
	WS 09-A - Metal Studs & Drywall		\$6,000.00	\$0.00
	WS 10-A - Specialties - Material Only		\$120.00	\$0.00
	WS 11-F - Food Service Equipment		\$15,212.00	\$0.00
	Total		\$32,252.00	\$0.00
ALT-22 Exterior Building Fitout – Ballfield Concessions (Add Alternate)				
-ALTERNATE REJECTED	WS 06-A - Carpentry		\$10,300.00	\$0.00
	WS 08-A - Doors, Frames and Hardware - Material Only		\$620.00	\$0.00
	WS 09-A - Metal Studs & Drywall		\$6,000.00	\$0.00
	WS 10-A - Specialties - Material Only		\$120.00	\$0.00
	WS 11-F - Food Service Equipment		\$15,212.00	\$0.00
	Total		\$32,252.00	\$0.00
ALT-23 JV Ballfield Batting Cages (Add Alternate)				
-ALTERNATE REJECTED	WS 32-D - Fence		\$63,480.00	\$0.00
	Total		\$63,480.00	\$0.00
ALT-24 JV Ballfield Lighting Rough-In (Add Alternate)				
-ALTERNATE REJECTED	N/A		\$16,700.00	\$0.00
	Total		\$16,700.00	\$0.00
Total of All Recommended Alternates:				(\$252,865.00)

Total Base Bid Recommended:	\$30,931,108.70
Total of All Recommended Alternates:	(\$252,865.00)
Total of Base Bids and All Recommended Alternates:	\$30,678,243.70

Bid Package #01 Base Bid Adjustment:

ID	Work Scope	Contractor & Address		Bid Amount
WS 32-C	Athletic Track Surfacing	Beynon Sports Surfaces, Inc. 8326 Wyoming Trail Chisago City, MN 55013	Recommended Base Bid	\$314,980.00
Total Base Bid Recommended:				\$314,980.00

Notes:

1. We have enclosed the final **Bid Tabulation Summary** that reflects the "low responsible bidders".
2. Our recommendations above reflect the "low responsible bidders", in each case.
3. **Work Scope 01-J “Final Cleaning”**
-Recommending NO Contractors for award, as the Rock Ridge Public Schools has stated this work can be self-performed by the District

4. Work Scope 06-C "Finish Carpentry"

- Bid Form was not signed by St. Germain's Cabinets on Bid Day
- St. Germain's Cabinets immediately provided a signed Bid Form the next day
- Still recommending approval, as unlike a past case of disqualification for this reason, this was the sole procedural issue with this bid, opposed to multiple procedural issues.
- Cost delta to the District is an additional \$180,000 to move on to next responsible bidder in this Work Scope.

5. Work Scope 07-B "Building Insulation"

- Recommending NO Contractors for award, as no bids were received for this Work Scope.
- Through the recent post-bid interview process, it was determined there is some Spray Foam Insulation scope that will need to be covered by a Contractor.
- Scope difficult to define during bidding, as some spray insulation work occurs within and around other insulation assemblies.
- The value of this work is estimated under \$175,000, so KA will begin the quote solicitation process.

6. Work Scope 07-F "Metal Panels"

- Work Scope 07-F "Metal Panels" received a sole bid.
- The current apparent low bidder "Jamar" has a complete bid, assembled per the Contract Documents.
- There was a significant discrepancy between the Design-Development level budget prepared by KA and the sole bid received in this Work Scope
- To date, Jamar has worked with the Design Team & KA to assemble approximately \$1.0M of Value Management suggestions.
- It is likely that the KA Design-Development level budget was also low for this particular scope, compared to the final Construction Document level design, due to timing of estimate and final system detailing that includes a highly-custom application.
- Recommend to accept Value Management suggestions and proceed with Jamar.

7. Work Scope 08-A "Doors, Frames and Hardware - Material Only"

- This Work Scope was bid properly including all taxes.
- Taxes have been removed from this Work Scope for the purposes of this recommendation.
- Value of taxes removed has been determined by the amount broken out on the Bid Form.
- This is possible on this Work Scope, as this work is specifically for "Material Only".

8. Work Scope 08-D "Overhead & Coiling Doors"

- The original apparent low bidder was "DoorCo", but they determined their bid contained a material defect and have formally requested their bid be disqualified.
- KA does not recommend any action be taken on the Bid Bond furnished by DoorCo.
- KA is recommending the next lowest responsible bidder "W.L. Hall"
- Note: WL Hall included Alternates in their base bid. WL Hall provided a reasonable Alternate break-out after bid time.

9. Work Scope 09-A "Metal Framing & Drywall"

- The original apparent low bidder was "Pinnacle Wall Systems", but they determined their bid contained a material defect and have formally requested their bid be disqualified.
- KA does not recommend any action be taken on the Bid Bond furnished by Pinnacle Wall Systems.
- KA is recommending the next lowest responsible bidder "RTL Construction"

10. Work Scope 09-E "Fluid-Applied Resinous Flooring"

- The original apparent low bidder was "QC Companies", but they determined their bid was not PLA-Compliant, and would be completing the job with Non-Union labor, without any agreements in place with the local Unions.
- KA does not recommend any action be taken on the Bid Bond furnished by QC Companies.
- KA is recommending the next lowest responsible bidder "Duluth Coatings"

11. Work Scope 09-G "Terrazzo"

- The current apparent low bidder is "Advance Terrazzo", but the deduct alternate to completely remove Terrazzo from the project is currently recommended by KA.
- This deduct alternate would eliminate 100% of Advance Terrazzo's contract value, so the Contractor would not actually be issued a Contract at all.

12. Work Scope 09-K "Painting & Wall Covering"

- The original apparent low bidder was "Regional Painting", but they determined their bid contained a material defect and have formally requested their bid be disqualified.
- KA does not recommend any action be taken on the Bid Bond furnished by Regional Painting.
- KA is recommending the next lowest responsible bidder "Steinbrecher Painting".
- Steinbrecher Painting also had a procedural irregularity, and included all bidding "Add Alternates" within their Base Bid.
- Steinbrecher Painting provided the "Add Alternates" breakouts afterwards, however, their competitors' prices for these Alternates were technically known at this point.
- Steinbrecher Painting's cost breakouts for these "Add Alternates" were fair & reasonable compared to the breakouts for these items by their competitors.
- The price of Steinbrecher Painting's base bid plus included alternates is low compared to the next lowest bidder. By accepting the Steinbrecher Painting proposal, no unfair situation would occur to the next bidder.
- As the "Add Alternates" are not recommended for approval, these amounts would be immediately removed from Steinbrecher Painting's Contract.
- Cost to disqualify Steinbrecher Painting and move to the next lowest responsible bidder "Fransen Decorating" is appx. \$15,000.

13. Work Scope 10-A "Specialties - Supply"

- This Work Scope was bid properly including all taxes.
- Taxes have been removed from this Work Scope for the purposes of this recommendation.
- Value of taxes removed has been determined by the amount broken out on the Bid Form.
- This is possible on this Work Scope, as this work is specifically for "Material Only".

14. Work Scope 10-B "Specialty Signage"

- The original apparent low bidder was "BMSI", but they determined their bid contained a material defect and have formally requested their bid be disqualified.
- KA does not recommend any action be taken on the Bid Bond furnished by BMSI.
- KA is recommending the next lowest responsible bidder "Todd Signs".
- Todd Signs also had a procedural irregularity, and included all bidding "Add Alternates" within their Base Bid.
- Todd Signs provided the "Add Alternates" breakouts afterwards, however, their competitors' prices for these Alternates were technically known at this point.
- Todd Signs' cost breakouts for these "Add Alternates" were fair & reasonable compared to the breakouts for these items by their competitors.
- As the "Add Alternates" are not recommended for approval, these amounts would be immediately removed from Todd Signs' Contract.
- There were no other bids received within Work Scope 10-B besides "BMSI" & "Todd Signs", so no unfair situation would occur to another bidder.

15. Work Scope 10-C “Demountable Walls”

- The current apparent low bidder “H2I” has a complete bid, assembled per the Contract Documents.
- During the post-bid interview process, it was revealed that “Krueger International (KI)” had included \$85k of final hardware supply & install within their proposal.
- The Bidding Documents state, per Sheet A600/A601, that door hardware is to be supplied by Work Scope 08A “Doors/Frames/Hardware – Supply” and installed by Work Scope 06A “Rough Carpentry”.
- By eliminating the \$85k of final hardware supply & install from the KI proposal, KI’s bid would technically be appx. \$84k lower than H2I Group, given that the two bids were initially and apparently only about \$1,000 apart.
- KA is still recommending that H2I Group be awarded the Contract for Work Scope 10-C, as their initial bid was representative of a complete, responsive, and responsible bid on bid day, as opposed to KI being able to provide a price modification post-bid due to their honest mistake.

16. Work Scope 10-D “Operable Partitions”

- The current apparent low bidder “Skold Specialties” is not technically listed as an “Approved Manufacturer” within the Contract Documents.
- Skold Specialties attempted to submit a Substitution Request during the Addendum period, but sent it in to an incorrectly spelled KA email address.
- Skold Specialties contacted KA after the final Addendum was published, stating their Substitution Request was not addressed, which is when the failed transmission was discovered.
- Skold Specialties then (prior to the bid date) sent in a Substitution Request through the correct channels, which via email, was confirmed to be an acceptable alternative product.
- However, as no more Addenda were to be published at that time, this was not formalized into the Contract Documents officially to all bidders.
- As the alternative product can only be provided by authorized dealers, consequently, it is unlikely that any other competitors would have been able to bid on this substituted product. No unfair situation has occurred to another bidder.

17. Work Scope 10-K “Lockers”

- The current apparent low bidder “H2I Group” did not include any taxes on their proposal, but are responsible for any applicable taxes.

18. Work Scope 11-B “Loading Dock Equipment”

- Recommending NO Contractors for award, as no bids were received for this Work Scope.
- Work is estimated at the \$15,000 - \$20,000 order of magnitude.
- The value of this work will be under \$175,000, so KA has begun the quote solicitation process.

19. Work Scope 11-C “Shop Equipment”

- As this Work Scope contains items that would typically be considered “Furniture, Fixtures, & Equipment” (F.F.&E.), these costs will be financed by the Soft Costs portion of the project budget, not the Hard Costs Construction Budget

20. Work Scope 11-K “Gymnasium Equipment”

- The current apparent low bidder “H&B Specialized” is a Non-Union Contractor who will be utilizing Non-Union labor on the jobsite. However, H&B Specialized will sign the PLA and pay the wage differentials.
- The installation of the structural ceiling-mounted gym equipment is a specialty installation requiring specially-trained personnel.

21. Work Scope 11-L “Performing Arts & Music Equipment”

- The current apparent low bidder “Wenger” had a discrepancy on the Bid Form between the bid value expressed in written words vs. the bid value expressed numerically.
- Per the written process, Wenger has agreed to abide by the bid value expressed in written words, which is also the lower of the two bid values (appx. \$7,000 less).

22. Work Scope 11-M “Ceiling Lift”

- Recommending NO Contractors for award, as no bids were received for this Work Scope.
- Work is estimated at the \$30,000 - \$40,000 order of magnitude.
- The value of this work will be under \$175,000, so KA has begun the quote solicitation process.
- As this Work Scope contains an item that would typically be considered “Furniture, Fixtures, & Equipment” (F.F.&E.), these costs will be financed by the Soft Costs portion of the project budget, not the Hard Costs

23. Work Scope 12-B “Window Treatments”

- The current apparent low bidder “CE Contract” was missing a Unit Price on the Bid Form, but provided a reasonable Unit Price shortly after bid time.

24. Work Scope 12-C “Lab Casework & Equipment”

- The original apparent low bidder was “Innovative Laboratory Systems”, but they determined their bid contained a material defect and have formally requested their bid be disqualified.
- KA does not recommend any action be taken on the Bid Bond furnished by Innovative Laboratory Systems.
- KA is recommending the next lowest responsible bidder “H2I Group”.

25. Work Scope 12-D “Theater Seating”

- The current apparent low bidder “H2I Group” did not include any taxes on their proposal, but are responsible for any applicable taxes.

26. Work Scope 13-A “Swimming Pool”

- “Aqua Logic” technically stated they did not include their \$30,000 Work Scope Allowance within their base bid, but are willing to proceed with the Contract as if they did.

27. Political Bidding Notes: Work Scope 08-G “Aluminum/Wood Curtainwall, Storefront, & Glazing” (Windows)

- Difference of \$11,000 between United Glass (Minneapolis) vs. Mesabi Glass (Hibbing) on \$3.5M Contract (Bids are within ~0.25%)

-Additional Factors:

- Workforce Availability
- Company Size & Capabilities
- Technical Complexity
- Community Contributions
- Long-Term Maintenance & Serviceability
- MN Bidding Laws & Bid Rejection Procedures
 - Possibility of Litigation against District (by low responsible bidder, if disqualified by District)
- Career Academy Mentorship Partnering

28. Political Bidding Notes: Work Scope 21-A “Fire Suppression System” (Sprinklers)

-Difference of \$8,700 between Summit Fire Protection (Duluth) vs. LVC Corporation (Hibbing) on \$720K Contract (Bids are within ~1%)

-Additional Factors:

- Workforce Availability
- Company Size & Capabilities
- Technical Complexity
- Community Contributions
- Long-Term Maintenance & Serviceability
- MN Bidding Laws & Bid Rejection Procedures
 - Possibility of Litigation against District (by low responsible bidder, if disqualified by District)
- Career Academy Mentorship Partnering

29. Bid Package #01 - Work Scope 32-C “Athletic Track Surfacing”

- Letter of Disqualification sent (via Certified Mail) to original apparent low bidder (Upper Midwest Athletic Construction), as that Contractor was unable to provide Specification-required documentation to be approved as a certified manufacturer/installer on the project.
- No Contract was ever executed between Upper Midwest Athletic Construction and Rock Ridge Public Schools. No legal relationship established that requires severing.
- Now recommending Beynon Sports, the lowest responsible bidder within this Work Scope.

30. Note:

- This Recommendation Letter is Part 2 of 2.
- An additional Recommendation Letter (Part 1 of 2), was issued for School Board approval at the 12 OCT 2020 meeting, and was approved.
- The initial Recommendation Letter (Part 1 of 2) contained information on the "Best Value" Work Scopes, and also included pricings for some of the Alternates described above.
- To have a complete understanding of the total cost of the Alternates described above, the additional pricings from the initial Recommendation Letter also have to be added in to those values.

If you have any questions regarding this information, please do not hesitate to contact me at (218) 722-3775.

Sincerely,

KRAUS-ANDERSON® CONSTRUCTION COMPANY



Paul Noll
Project Manager

PN/ck

Enclosures:

- Bid Tabulations Summary



ROCK RIDGE HIGH SCHOOL

BID PACKAGE #02

BID TABULATIONS

September 29, 2020

OWNER: Rock Ridge Public Schools

ARCHITECT: Cuningham Group Architecture, Inc. & DSGW Architects

APPARENT LOW BIDDER PER WORK SCOPE

	<u>BIDDER NAME</u> WS 01-J – Final Cleaning	<u>BIDDER NAME</u> WS 04-B – Masonry (Building Exterior Only) Bedrock Flint Inc.	<u>BIDDER NAME</u> WS 06-A – Carpentry HAWK Construction, Inc.	<u>BIDDER NAME</u> WS 06-C – Finished Carpentry St. Germain's Cabinet	<u>BIDDER NAME</u> WS 07-B – Building Insulation
BID SECURITY		Yes	Yes	Yes	
ADDENDA RECEIVED		6	6	6	
BASE BID		\$1,378,996.00	\$1,352,100.00	\$862,980.00	
Alternate No. 9: Commons Flooring (Deduct Alt.)		\$0.00	\$0.00	\$0.00	
Alternate No. 10: Roofing Warranty (Add Alt.)		\$0.00	\$0.00	\$0.00	
Alternate No. 11: Window Treatments – Gymnasium (Add Alt.)		\$0.00	\$0.00	\$0.00	
Alternate No. 12: Window Treatments – Pool (Add Alt.)		\$0.00	\$0.00	\$0.00	
Alternate No. 13: Window Treatments – North Facing (Add Alt.)		\$0.00	\$0.00	\$0.00	
Alternate No. 14: Traveling Bleacher (Add Alt.)		\$0.00	\$0.00	\$0.00	
Alternate No. 15: Hydronic Piping Material (Deduct Alt.)		\$0.00	\$0.00	\$0.00	
Alternate No. 16: Dual Chilled Water Pumps (Deduct Alt.)		\$0.00	\$0.00	\$0.00	
Alternate No. 17: Exterior Building – Stadium Concessions/Restroom (Add Alt.)		\$42,608.00	\$34,200.00	\$0.00	
Alternate No. 18: Exterior Building – Ballfield Concessions/Restroom (Add Alt.)		\$36,320.00	\$34,200.00	\$0.00	
Alternate No. 19: Exterior Building – Stadium Storage (Add Alt.)		\$37,492.00	\$48,000.00	\$0.00	
Alternate No. 20: Exterior Building – Ballfield Storage (Add Alt.)					
Alternate No. 21: Exterior Building Fitout – Stadium Concessions (Add Alt.)		\$0.00	\$10,300.00	\$0.00	
Alternate No. 22: Exterior Building Fitout – Ballfield Concessions (Add Alt.)		\$0.00	\$10,300.00	\$0.00	
Alternate No. 23: JV Ballfield Batting Cages (Add Alt.)		\$0.00	\$0.00	\$0.00	
Alternate No. 24: JV Ballfield Lighting (Add Alt.)		\$0.00	\$0.00	\$0.00	



ROCK RIDGE HIGH SCHOOL
BID PACKAGE #02

BID TABULATIONS
September 29, 2020

OWNER: Rock Ridge Public Schools

ARCHITECT: Cuningham Group Architecture, Inc. & DSGW Architects

APPARENT LOW BIDDER PER WORK SCOPE

	<u>BIDDER NAME</u> WS 07-F – Metal Panels The Jamar Company	<u>BIDDER NAME</u> WS 07-H – EPDM Roofing Assembly Thelen Heating & Roofing, Inc.	<u>BIDDER NAME</u> WS 07-J – Applied Fireproofing Structural Applicators Inc.	<u>BIDDER NAME</u> WS 07-K – Joint Sealant WCS1 LLC	<u>BIDDER NAME</u> WS 08-A – Doors, Frames, and Hardware – Material Only Northern Door & Hardware
BID SECURITY	Yes	Yes	Yes	Yes	Yes
ADDENDA RECEIVED	6	6	6	6-7	6
BASE BID	\$3,904,805.00	\$2,218,000.00	\$85,178.00	\$146,500.00	\$805,500.00 \$743,565.00 less tax
Alternate No. 9: Commons Flooring (Deduct Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 10: Roofing Warranty (Add Alt.)	N/A	\$182,000.00	\$0.00	\$0.00	\$0.00
Alternate No. 11: Window Treatments – Gymnasium (Add Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 12: Window Treatments – Pool (Add Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 13: Window Treatments – North Facing (Add Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 14: Traveling Bleacher (Add Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 15: Hydronic Piping Material (Deduct Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 16: Dual Chilled Water Pumps (Deduct Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 17: Exterior Building – Stadium Concessions/Restroom (Add Alt.)	N/A	\$15,000.00	\$0.00	\$0.00	\$3,810.00
Alternate No. 18: Exterior Building – Ballfield Concessions/Restroom (Add Alt.)	N/A	\$15,000.00	\$0.00	\$0.00	\$3,810.00
Alternate No. 19: Exterior Building – Stadium Storage (Add Alt.)	N/A	\$25,000.00	\$0.00	\$0.00	\$2,890.00
Alternate No. 20: Exterior Building – Ballfield Storage (Add Alt.)					
Alternate No. 21: Exterior Building Fitout – Stadium Concessions (Add Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$620.00
Alternate No. 22: Exterior Building Fitout – Ballfield Concessions (Add Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$620.00
Alternate No. 23: JV Ballfield Batting Cages (Add Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 24: JV Ballfield Lighting (Add Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00



ROCK RIDGE HIGH SCHOOL

BID PACKAGE #02

BID TABULATIONS

September 29, 2020

OWNER: Rock Ridge Public Schools

ARCHITECT: Cuningham Group Architecture, Inc. & DSGW Architects

APPARENT LOW BIDDER PER WORK SCOPE

	<u>BIDDER NAME</u> WS 08-D – Overhead and Coiling Doors W.L. Hall Co.	<u>BIDDER NAME</u> WS 08-E – Accordion Folding Fire Doors W.L. Hall Co.	<u>BIDDER NAME</u> WS 08-F – Wood Curtain Wall (REMOVED)	<u>BIDDER NAME</u> WS 08-G – Aluminum Entrance, Storefront, & Curtain Wall United Glass Inc.	<u>BIDDER NAME</u> WS 09-A – Metal Studs & Drywall RTL Construction
BID SECURITY	Yes	Yes		Yes	Yes
ADDENDA RECEIVED	6	6		6	6
BASE BID	\$316,004.00 w/Alternates \$265,818.00 w/o Alternates	\$28,662.00		\$3,498,081.00	\$2,656,969.00
Alternate No. 9: Commons Flooring (Deduct Alt.)	N/A	\$0.00		\$0.00	-
Alternate No. 10: Roofing Warranty (Add Alt.)	N/A	\$0.00		\$0.00	-
Alternate No. 11: Window Treatments – Gymnasium (Add Alt.)	N/A	\$0.00		\$0.00	-
Alternate No. 12: Window Treatments – Pool (Add Alt.)	N/A	\$0.00		\$0.00	-
Alternate No. 13: Window Treatments – North Facing (Add Alt.)	N/A	\$0.00		\$0.00	-
Alternate No. 14: Traveling Bleacher (Add Alt.)	N/A	\$0.00		\$0.00	-
Alternate No. 15: Hydronic Piping Material (Deduct Alt.)	N/A	\$0.00		\$0.00	-
Alternate No. 16: Dual Chilled Water Pumps (Deduct Alt.)	N/A	\$0.00		\$0.00	-
Alternate No. 17: Exterior Building – Stadium Concessions/Restroom (Add Alt.)	\$8,242.00	\$0.00		\$0.00	-
Alternate No. 18: Exterior Building – Ballfield Concessions/Restroom (Add Alt.)	\$8,242.00	\$0.00		\$0.00	-
Alternate No. 19: Exterior Building – Stadium Storage (Add Alt.)	N/A	\$0.00		\$0.00	-
Alternate No. 20: Exterior Building – Ballfield Storage (Add Alt.)					
Alternate No. 21: Exterior Building Fitout – Stadium Concessions (Add Alt.)	N/A	\$0.00		\$0.00	\$6,000.00
Alternate No. 22: Exterior Building Fitout – Ballfield Concessions (Add Alt.)	N/A	\$0.00		\$0.00	\$6,000.00
Alternate No. 23: JV Ballfield Batting Cages (Add Alt.)	N/A	\$0.00		\$0.00	-
Alternate No. 24: JV Ballfield Lighting (Add Alt.)	N/A	\$0.00		\$0.00	-



ROCK RIDGE HIGH SCHOOL

BID PACKAGE #02

BID TABULATIONS

September 29, 2020

OWNER: Rock Ridge Public Schools

ARCHITECT: Cuningham Group Architecture, Inc. & DSGW Architects

APPARENT LOW BIDDER PER WORK SCOPE

	<u>BIDDER NAME</u> WS 09-B – Tile Acoustics Associates, Inc.	<u>BIDDER NAME</u> WS 09-C – Ceiling and Acoustical Treatment Twin City Acoustics Inc.	<u>BIDDER NAME</u> WS 09-D – Flooring - Resilient and Carpet Contract Tile & Carpet LLC	<u>BIDDER NAME</u> WS 09-E – Resinous Flooring Duluth Coating Systems, Inc.	<u>BIDDER NAME</u> WS 09-F – Wood Athletic Flooring H2I Group, Inc.
BID SECURITY	Yes	Yes	Yes	Yes	Yes
ADDENDA RECEIVED	6	6	6	6	6
BASE BID	\$892,000.00	\$1,487,000.00	\$793,284.00	\$406,450.00	\$223,800.00
Alternate No. 9: Commons Flooring (Deduct Alt.)	\$0.00	\$0.00	\$0.00	\$155,320.00	\$0.00
Alternate No. 10: Roofing Warranty (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 11: Window Treatments – Gymnasium (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 12: Window Treatments – Pool (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 13: Window Treatments – North Facing (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 14: Traveling Bleacher (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 15: Hydronic Piping Material (Deduct Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 16: Dual Chilled Water Pumps (Deduct Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 17: Exterior Building – Stadium Concessions/Restroom (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 18: Exterior Building – Ballfield Concessions/Restroom (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 19: Exterior Building – Stadium Storage (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 20: Exterior Building – Ballfield Storage (Add Alt.)					
Alternate No. 21: Exterior Building Fitout – Stadium Concessions (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 22: Exterior Building Fitout – Ballfield Concessions (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 23: JV Ballfield Batting Cages (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 24: JV Ballfield Lighting (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



ROCK RIDGE HIGH SCHOOL
BID PACKAGE #02

BID TABULATIONS
September 29, 2020

OWNER: Rock Ridge Public Schools

ARCHITECT: Cuningham Group Architecture, Inc. & DSGW Architects

APPARENT LOW BIDDER PER WORK SCOPE

	<u>BIDDER NAME</u> WS 09-G – Terrazzo Advance Terrazzo & Tile Co., Inc.	<u>BIDDER NAME</u> WS 09-K – Painting and Wall Covering Steinbrecher Painting Company	<u>BIDDER NAME</u> WS 10-A – Specialties – Material Only Bartley Sales Company, Inc.	<u>BIDDER NAME</u> WS 10-B – Specialty Signage LJS Inc. dba Todd Signs	<u>BIDDER NAME</u> WS 10-C – Demountable Modular Walls h2I Group, Inc.
BID SECURITY	Yes	Yes	Yes	Cashier's Check to KA	Yes
ADDENDA RECEIVED	6	6	6	0	6
BASE BID	\$408,185.00	\$681,000.00 Bid W/ Alternates \$669,150.00 W/O Alternates	\$306,956.00 \$283,235.00 less tax	\$89,585.70 Bid W/ Alternates \$85,860.70 W/O Alternates	\$705,335.00
Alternate No. 9: Commons Flooring (Deduct Alt.)	(\$408,185.00)	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 10: Roofing Warranty (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 11: Window Treatments – Gymnasium (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 12: Window Treatments – Pool (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 13: Window Treatments – North Facing (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 14: Traveling Bleacher (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 15: Hydronic Piping Material (Deduct Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 16: Dual Chilled Water Pumps (Deduct Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 17: Exterior Building – Stadium Concessions/Restroom (Add Alt.)	\$0.00	\$3,100.00	\$5,113.00	\$1,862.50	\$0.00
Alternate No. 18: Exterior Building – Ballfield Concessions/Restroom (Add Alt.)	\$0.00	\$3,100.00	\$5,113.00	\$1,862.50	\$0.00
Alternate No. 19: Exterior Building – Stadium Storage (Add Alt.)	\$0.00	\$0.00	\$130.00	\$0.00	\$0.00
Alternate No. 20: Exterior Building – Ballfield Storage (Add Alt.)					
Alternate No. 21: Exterior Building Fitout – Stadium Concessions (Add Alt.)	\$0.00	\$0.00	\$120.00	\$0.00	\$0.00
Alternate No. 22: Exterior Building Fitout – Ballfield Concessions (Add Alt.)	\$0.00	\$0.00	\$120.00	\$0.00	\$0.00
Alternate No. 23: JV Ballfield Batting Cages (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 24: JV Ballfield Lighting (Add Alt.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



ROCK RIDGE HIGH SCHOOL
BID PACKAGE #02

BID TABULATIONS
 September 29, 2020

OWNER: Rock Ridge Public Schools

ARCHITECT: Cuningham Group Architecture, Inc. & DSGW Architects

APPARENT LOW BIDDER PER WORK SCOPE

	<u>BIDDER NAME</u> WS 10-D – Operable Partitions Skold Specialty Contracting, LLC	<u>BIDDER NAME</u> WS 10-K – Lockers h2I Group	<u>BIDDER NAME</u> WS 11-B – Loading Dock Equipment	<u>BIDDER NAME</u> WS 11-C – Shop Equipment Northern Industrial Erectors, Inc.	<u>BIDDER NAME</u> WS 11-D – Theater Stage H2I Group
BID SECURITY	Yes	Yes		Yes	Yes
ADDENDA RECEIVED	6	6		6	6
BASE BID	\$87,240.00	\$499,758.00		\$178,000.00	\$131,950.00
Alternate No. 9: Commons Flooring (Deduct Alt.)	N/A	\$0.00		\$0.00	\$0.00
Alternate No. 10: Roofing Warranty (Add Alt.)	N/A	\$0.00		No Charge	\$0.00
Alternate No. 11: Window Treatments – Gymnasium (Add Alt.)	N/A	\$0.00		\$0.00	\$0.00
Alternate No. 12: Window Treatments – Pool (Add Alt.)	N/A	\$0.00		\$0.00	\$0.00
Alternate No. 13: Window Treatments – North Facing (Add Alt.)	N/A	\$0.00		\$0.00	\$0.00
Alternate No. 14: Traveling Bleacher (Add Alt.)	N/A	\$0.00		\$0.00	\$0.00
Alternate No. 15: Hydronic Piping Material (Deduct Alt.)	N/A	\$0.00		\$0.00	\$0.00
Alternate No. 16: Dual Chilled Water Pumps (Deduct Alt.)	N/A	\$0.00		\$0.00	\$0.00
Alternate No. 17: Exterior Building – Stadium Concessions/Restroom (Add Alt.)	N/A	\$0.00		\$0.00	\$0.00
Alternate No. 18: Exterior Building – Ballfield Concessions/Restroom (Add Alt.)	N/A	\$0.00		\$0.00	\$0.00
Alternate No. 19: Exterior Building – Stadium Storage (Add Alt.)	N/A	\$0.00		\$0.00	\$0.00
Alternate No. 20: Exterior Building – Ballfield Storage (Add Alt.)					
Alternate No. 21: Exterior Building Fitout – Stadium Concessions (Add Alt.)	N/A	\$0.00		\$0.00	\$0.00
Alternate No. 22: Exterior Building Fitout – Ballfield Concessions (Add Alt.)	N/A	\$0.00		\$0.00	\$0.00
Alternate No. 23: JV Ballfield Batting Cages (Add Alt.)	N/A	\$0.00		\$0.00	\$0.00
Alternate No. 24: JV Ballfield Lighting (Add Alt.)	N/A	\$0.00		\$0.00	\$0.00



Rock Ridge High School

BID PACKAGE #02

BID TABULATIONS

September 29, 2020

OWNER: Rock Ridge Public Schools

ARCHITECT: Cuningham Group Architecture, Inc. & DSGW Architects

APPARENT LOW BIDDER PER WORK SCOPE

	<u>BIDDER NAME</u> WS 11-F – Food Service Equipment Great Lakes Hotel Supply Company	<u>BIDDER NAME</u> WS 11-J – Theatre Accessories Wenger Corporation	<u>BIDDER NAME</u> WS 11-K – Gymnasium Equipment H&B Specialized Products Inc.	<u>BIDDER NAME</u> WS 11-L – Performing Arts & Music Equipment Wenger Corporation	<u>BIDDER NAME</u> WS 11-M – Ceiling Mounted Lift System
BID SECURITY	Yes	Yes	Yes	Yes	
ADDENDA RECEIVED	6	6	6	6	
BASE BID	\$1,642,671.00	\$670,653.00	\$199,600.00	Written: \$200,121.00 Numerical: \$207,121.00	
Alternate No. 9: Commons Flooring (Deduct Alt.)	\$0.00	N/A	\$0.00	N/A	
Alternate No. 10: Roofing Warranty (Add Alt.)	\$0.00	N/A	\$0.00	N/A	
Alternate No. 11: Window Treatments – Gymnasium (Add Alt.)	\$0.00	N/A	\$0.00	N/A	
Alternate No. 12: Window Treatments – Pool (Add Alt.)	\$0.00	N/A	\$0.00	N/A	
Alternate No. 13: Window Treatments – North Facing (Add Alt.)	\$0.00	N/A	\$0.00	N/A	
Alternate No. 14: Traveling Bleacher (Add Alt.)	\$0.00	N/A	\$0.00	N/A	
Alternate No. 15: Hydronic Piping Material (Deduct Alt.)	\$0.00	N/A	\$0.00	N/A	
Alternate No. 16: Dual Chilled Water Pumps (Deduct Alt.)	\$0.00	N/A	\$0.00	N/A	
Alternate No. 17: Exterior Building – Stadium Concessions/Restroom (Add Alt.)	\$0.00	N/A	\$0.00	N/A	
Alternate No. 18: Exterior Building – Ballfield Concessions/Restroom (Add Alt.)	\$0.00	N/A	\$0.00	N/A	
Alternate No. 19: Exterior Building – Stadium Storage (Add Alt.)	\$0.00	N/A	\$0.00	N/A	
Alternate No. 20: Exterior Building – Ballfield Storage (Add Alt.)					
Alternate No. 21: Exterior Building Fitout – Stadium Concessions (Add Alt.)	\$15,212.00	N/A	\$0.00	N/A	
Alternate No. 22: Exterior Building Fitout – Ballfield Concessions (Add Alt.)	\$15,212.00	N/A	\$0.00	N/A	
Alternate No. 23: JV Ballfield Batting Cages (Add Alt.)	\$0.00	N/A	\$0.00	N/A	
Alternate No. 24: JV Ballfield Lighting (Add Alt.)	\$0.00	N/A	\$0.00	N/A	



Rock Ridge High School

BID PACKAGE #02

BID TABULATIONS

September 29, 2020

OWNER: Rock Ridge Public Schools

ARCHITECT: Cuningham Group Architecture, Inc. & DSGW Architects

APPARENT LOW BIDDER PER WORK SCOPE

	<u>BIDDER NAME</u> WS 12-B – Window Treatment CE Contract	<u>BIDDER NAME</u> WS 12-C – Laboratory Equipment, Casework, & Countertops h2I Group	<u>BIDDER NAME</u> WS 12-D – Theatre Seating h2I Group	<u>BIDDER NAME</u> WS 12-H – Bleachers SAAFE, LLC	<u>BIDDER NAME</u> WS 13-A – Swimming Pools Aqua Logic Inc.
BID SECURITY	Cashier's Check	Yes	Yes	Yes	Yes
ADDENDA RECEIVED	6	6	6	6	6
BASE BID	\$99,275.00	\$348,445.00	\$194,828.00	\$195,969.00	\$1,380,000.00
Alternate No. 9: Commons Flooring (Deduct Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 10: Roofing Warranty (Add Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 11: Window Treatments – Gymnasium (Add Alt.)	\$5,710.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 12: Window Treatments – Pool (Add Alt.)	\$9,175.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 13: Window Treatments – North Facing (Add Alt.)	\$40,750.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 14: Traveling Bleacher (Add Alt.)	N/A	\$0.00	\$0.00	\$69,461.00	\$0.00
Alternate No. 15: Hydronic Piping Material (Deduct Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 16: Dual Chilled Water Pumps (Deduct Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 17: Exterior Building – Stadium Concessions/Restroom (Add Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 18: Exterior Building – Ballfield Concessions/Restroom (Add Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 19: Exterior Building – Stadium Storage (Add Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 20: Exterior Building – Ballfield Storage (Add Alt.)					
Alternate No. 21: Exterior Building Fitout – Stadium Concessions (Add Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 22: Exterior Building Fitout – Ballfield Concessions (Add Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 23: JV Ballfield Batting Cages (Add Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Alternate No. 24: JV Ballfield Lighting (Add Alt.)	N/A	\$0.00	\$0.00	\$0.00	\$0.00



Rock Ridge High School
BID PACKAGE #02

BID TABULATIONS
September 29, 2020

OWNER: Rock Ridge Public Schools

ARCHITECT: Cuningham Group Architecture, Inc. & DSGW Architects

APPARENT LOW BIDDER PER WORK SCOPE

	<u>BIDDER NAME</u> WS 14-A – Conveying Lifts DRN Enterprises dba Arrow Lift	<u>BIDDER NAME</u> WS 14-B – Elevators Schindler Elevator	<u>BIDDER NAME</u> WS 21-A – Fire Suppression Summit Fire Protection	<u>BIDDER NAME</u> WS 32-D – Fence Peterson Companies Inc.	<u>BIDDER NAME</u>
BID SECURITY	0	Yes	Yes	Yes	
ADDENDA RECEIVED	6	4	6	6	
BASE BID	\$46,480.00	\$380,000.00	\$721,400.00	\$858,765.00	
Alternate No. 9: Commons Flooring (Deduct Alt.)	N/A	N/A	-	\$0.00	
Alternate No. 10: Roofing Warranty (Add Alt.)	N/A	N/A	-	\$0.00	
Alternate No. 11: Window Treatments – Gymnasium (Add Alt.)	N/A	N/A	-	\$0.00	
Alternate No. 12: Window Treatments – Pool (Add Alt.)	N/A	N/A	-	\$0.00	
Alternate No. 13: Window Treatments – North Facing (Add Alt.)	N/A	N/A	-	\$0.00	
Alternate No. 14: Traveling Bleacher (Add Alt.)	N/A	N/A	-	\$0.00	
Alternate No. 15: Hydronic Piping Material (Deduct Alt.)	N/A	N/A	-	\$0.00	
Alternate No. 16: Dual Chilled Water Pumps (Deduct Alt.)	N/A	N/A	-	\$0.00	
Alternate No. 17: Exterior Building – Stadium Concessions/Restroom (Add Alt.)	N/A	N/A	-	\$0.00	
Alternate No. 18: Exterior Building – Ballfield Concessions/Restroom (Add Alt.)	N/A	N/A	-	\$0.00	
Alternate No. 19: Exterior Building – Stadium Storage (Add Alt.)	N/A	N/A	-	\$0.00	
Alternate No. 20: Exterior Building – Ballfield Storage (Add Alt.)					
Alternate No. 21: Exterior Building Fitout – Stadium Concessions (Add Alt.)	N/A	N/A	-	\$0.00	
Alternate No. 22: Exterior Building Fitout – Ballfield Concessions (Add Alt.)	N/A	N/A	-	\$0.00	
Alternate No. 23: JV Ballfield Batting Cages (Add Alt.)	N/A	N/A	-	\$63,480.00	
Alternate No. 24: JV Ballfield Lighting (Add Alt.)	N/A	N/A	-	\$0.00	

During the 2019-20 school year, both the Eveleth-Gilbert and Virginia School Boards assigned funds to be used for the construction of the new Rock Ridge Schools. Below is the calculations.

Eveleth-Gilbert Schools

2019-20 Re-assign Fund Balance for Construction				
<u>Category</u>	<u>Beginning</u>	<u>Assigned to Construction</u>	<u>2019-20 Est. Deficit Spending</u>	<u>Ending</u>
Unassigned/Reserved Fund Balance	\$3,534,753	\$2,500,000	(\$500,000)	\$534,753
Reserved for Operating Capital / LTFM	\$1,088,241	\$500,000		\$588,241
Total	\$4,622,994	\$3,000,000	(\$500,000)	\$1,122,994

Virginia Schools

2019-20 Re-assign Fund Balance for Construction				
<u>Category</u>	<u>Beginning</u>	<u>Assigned to Construction</u>	<u>2019-20 Est. Increase</u>	<u>Ending</u>
Unassigned/Reserved Fund Balance	\$3,471,047	\$1,605,358	\$100,000	\$1,865,689
Reserved for Operating Capital / LTFM	\$1,184,877	\$894,642		\$290,235
Total	\$4,655,924	\$2,500,000	\$100,000	\$2,155,924



Northeast Service Cooperative

Collaborating to meet your changing needs

*Central Office:
5525 Emerald Avenue
Mt. Iron, MN 55768
218-741-0750
218-741-1719 FAX
shaavisto@nescmn.net*

*Executive Director:
Paul Brinkman*

*Board Chairperson:
John Berklich, Jr.
Hibbing*

Board of Directors:

*Walt Hautala
Mesabi East*

*Sue Kaslow
Hill City*

*Timothy Riordan
Virginia*

*Julie Peterson
Moose Lake*

*Bob Rahja
Chisholm*

*John Engelking
Superintendent
Proctor*

*John Klarich
Buhl*

*Janey Blanchard
Superintendent
Chisholm*

NESC is an equal opportunity
provider and employer

TO: Northeast Service Cooperative ISD Members
FROM: Paul Brinkman, Executive Director
DATE: October 12, 2020
RE: NESC Board of Directors Call for Nominations

The Northeast Service Cooperative is seeking nominations to fill three positions on the Northeast Service Cooperative Board of Directors. All terms will be effective January 1, 2021, through December 31, 2024.

The NESC Board will issue ballots to member school district Board members to vote for the nominees of their choice. Elected Board members will be seated to the Northeast Service Cooperative Board at the January 2021 meeting.

A Nomination Petition, Election Calendar and current listing of the Northeast Service Cooperative Board of Directors are included.

Please note that nominations must be received in our office by 12:00 Noon, Friday, November 6, 2020. Nominations may be mailed to Paul Brinkman at 5525 Emerald Avenue, Mountain Iron, MN 55768 or emailed to Paul Brinkman at paulb@nescmn.net at the Northeast Service Cooperative.

Please let us know if you have any questions.

**Northeast Service Cooperative
2020 Election Calendar**

2020: Three (3) Positions for Fall Election

For Election:

Three (3) four-year terms to run January 1, 2021 through December 31, 2024

To fill the positions currently held by: John Berklich, Hibbing
 Sue Kaslow, Hill City
 Julie Peterson, Moose Lake

-
- | | |
|------------------------------|--|
| Tuesday, September 22, 2020: | ANNUAL MEMBERSHIP MEETING AND REGULAR BOARD MEETING – 2 p.m.
Adopt Election Calendar |
| Monday, October 5, 2020: | Call for Nominations |
| Tuesday, November 3, 2020: | General Election Day |
| Friday, November 6, 2020: | Nominations Close at Noon |
| Monday, November 9, 2020: | Mail Ballots to Districts |
| Tuesday, November 24, 2020: | REGULAR BOARD MEETING – 2 p.m.
Appoint Canvas Committee Members (cannot be candidates) |
| Friday, December 14, 2020: | Voting Deadline – Ballots Due |
| Tuesday, January 12, 2021: | SPECIAL BOARD MEETING – 2 p.m.
Canvas Committee: 1 p.m.
Vote: 2 p.m. |
| Tuesday, January 26, 2021: | REORGANIZATION AND REGULAR BOARD MEETING
Certify Election
Members Seated |

NOMINATION PETITION
SCHOOL BOARD MEMBER
NORTHEAST SERVICE COOPERATIVE

The Northeast Service Cooperative Board of Directors is accepting nominations to fill three School Board representative positions. Three terms, each for four years (January 1, 2021, through December 31, 2024), are to fill terms due to expire on December 31, 2020.

There is one regular board meeting per month and other meetings as needed to conduct the business of the Northeast Service Cooperative. Board members are reimbursed for mileage and receive a stipend for attendance at meetings. Most board meetings are held at the Northeast Service Cooperative offices in Mt. Iron.

NAME OF BOARD MEMBER NOMINATED _____

ADDRESS _____

WORK PHONE _____ HOME PHONE _____

YEARS ON LOCAL SCHOOL BOARD _____

EXPERIENCE ON BOARD _____

OTHER QUALIFICATIONS _____

We, the undersigned School Board Members, do support the nomination of _____, as candidate for the Board of Directors of the Northeast Service Cooperative and affirm that said person is a resident and an active elected school board member of I.S.D. # _____ of _____ Minnesota. We further affirm that this district is an active member of the Northeast Service Cooperative. Our district is represented by _____ school board members of whom we represent a majority.

_____	_____
_____	_____
_____	_____
_____	_____

Please return this nomination to Northeast Service Cooperative, Attn: Paul Brinkman, 5525 Emerald Avenue, Mt. Iron, MN 55768 or email to Paul Brinkman at paulb@nescmn.net. All nominations must be received by **Friday, November 6, 2020, 12:00 Noon.**



Northeast Service Cooperative

Collaborating to meet your changing needs

Northeast Service Cooperative Board of Directors

Board Member	Elected	Term Ending	District Agency
John Berklich Jr. <i>Chairperson</i>	2018	2020	Hibbing #701
Sue Kaslow <i>Vice Chair</i>	2018	2020	Hill City #2
Julie Peterson <i>Clerk</i>	2018	2020	Moose Lake #97
Bob Rahja <i>Treasurer</i>	2019	2022	Chisholm #695
Board of Directors			
Vacant	2019	2022	
Walt Hautala	2019	2022	Mesabi East #2711
Tim Riordan	2019	2022	Rock Ridge #2909
John Klarich	2019	2021	City of Buhl
Ex-Officio			
John Engelking	2020	2020	Proctor #704
Janey Blanchard	2020	2020	Chisholm #695

Member _____ introduced the following resolution and called for its adoption:

RESOLUTION DECLARING A VACANCY ON THE SCHOOL BOARD
Resolution #20-011

WHEREAS, Greg Manninen was elected as a member of the School Board in the November 6, 2018, School Board general election, for a four-year term beginning on the first Monday of January 2019, pursuant to Minnesota Statutes, section 123B.09, subdivision 1;

WHEREAS, upon acceptance of Mr. Manninen's resignation, a "vacancy" in the School Board within the meaning of Minnesota Statutes section 123B.09, subdivision 5b, will exist; and

WHEREAS, Minnesota Statutes section 123B.09, subdivision 5b, will require the Board to fill this vacancy by appointment, which will continue until an individual is qualified under Minnesota Statutes section 205A.10, subdivision 3, as the successful candidate in a special election conducted for the purpose of electing an individual to serve the unexpired portion of the term of the current vacancy;

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 2909, Rock Ridge Public Schools, State of Minnesota, as follows:

1. The School Board hereby accepts Mr. Manninen's written resignation from the School Board, effective immediately.
2. The School Board hereby declares that a vacancy in the office of School Board member hereby exists.
3. The School Board shall designate a process as soon as is reasonable and practicable for appointing an individual to fill the vacancy declared herein until an individual is qualified under Minnesota Statutes, section 205A.10, subdivision 3, as the successful candidate in a special election conducted for the purpose of electing an individual to serve the unexpired portion of the term of the vacancy.

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

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

REQUEST FOR PROPOSALS

Rock Ridge Public Schools ISD 2909

The Rock Ridge Public Schools is soliciting a Request for Proposals to develop attendance boundaries for the elementary schools within the new district.

Sealed proposals must be received at the Rock Ridge Schools District Office, 411 South 5th Avenue, Virginia, MN 55792, no later than November 11, 2020, 1:00 p.m. No late, faxed, or emailed bids will be accepted.

Proposals submitted must include the information as outlined in the Request for Proposals and will provide the basis of the award. The Rock Ridge School Board retains the right to reject any or all proposals and to re-solicit if it is deemed to be in the best interest of the Rock Ridge School Board.

Questions pertaining to the specifications may be emailed to Noel Schmidt, Superintendent @ noel.schmidt@rrps.org, or by calling 218-742-3901

Proposal Due Date:

November 11, 2020, 1:00 p.m.

Provide one digital (pdf file on flash drive) and ten physical copies to:

Request for Proposals
c/o Noel Schmidt, Superintendent
Rock Ridge Public Schools
411 South 5th Avenue
Virginia, MN 55792

Finalist Interview

Finalist firms may (or may not) be selected upon review of response to RFP and may be interviewed between November 13-20, 2020. Interviews may or may not take place.

Award of Project

Final School Board approval will be November 23. The successful firm shall be notified and awarded the project following approval by the Rock Ridge School Board.

Important Dates

- Response for Proposals (RFP) Available – Wednesday, October 28, 2020
- Deadline for RFQ Questions – Monday, November 10, 2020
- RFP Responses Due to Dr. Schmidt – Monday, November 11, 2020
- Respondent Interviews, if necessary (30 minutes in Length) – November 13-20, 2020
- School Board approval of Awardee - November 23, 2020.

Project Background

Rock Ridge Public Schools is a newly consolidated district between Virginia Public Schools and Eveleth-Gilbert Public Schools, serve approximately 2600 students on the eastern part of the iron range in Northeastern MN.

The world of education for K-12 students continues to grow and evolve. Providing engaging curriculum and valuable life skills to prepare students for their careers is critical. Rock Ridge Public Schools agree that a relevant high school experience, steeped in careers, is crucial for our communities' learners.

To-date, the two districts have had over 150 combined community meetings, extensively surveyed all community members, and passed a \$178.5 million dollar bond referendum in both school districts as well as successfully passed a consolidation vote. As a result of this initiative, the new district, Rock Ridge, is in the process of building a state of the art career academies high school and two new elementary schools.

Please visit rrps.org for background information that chronicles the story as it started over three years ago.

Organization of submittal proposal

The District reserves the right to select the proposal that best meets the needs of the school district, not necessarily the lowest cost proposal. In addition, the District reserves the right to reject some or all of the submitted proposals.

The proposed work proposal will consist of:

1. Developing a process of engaging the communities for input on the creation of elementary school attendance boundaries.
2. Compile attendance data related to school capacities/bus route distance
3. Make recommendations on attendance boundaries to the school board.
4. Make recommendations on bus routes

Experience and Expertise:

List all general areas of expertise related to your proposal and any previous experience in similar projects.

Contract Length and Fees:

List contract length and all fees associated with the project.

Award of Contract:

The selection team will be the Rock Ridge School Board

The Rock Ridge School Board may assemble a selection team to hear and evaluate the 30 minute personal interview for the selected firms.

The firm selected and the resulting contract for services will be subject to approval by the Rock Ridge School Board. The Rock Ridge School Board reserves the right to accept or reject any or all proposals.

REQUEST FOR PROPOSALS

Rock Ridge Public Schools ISD 2909

The Rock Ridge Public Schools is soliciting a Request for Proposals to help name two new elementary sites within the district .

Sealed proposals must be received at the Rock Ridge Schools District Office, 411 South 5th Avenue, Virginia, MN 55792, no later than November 11, 2020, 1:00 p.m. No late, faxed, or emailed bids will be accepted.

Proposals submitted must include the information as outlined in the Request for Proposals and will provide the basis of the award. The Rock Ridge School Board retains the right to reject any or all proposals and to re-solicit if it is deemed to be in the best interest of the Rock Ridge School Board.

Questions pertaining to the specifications may be emailed to Noel Schmidt, Superintendent @ noel.schmidt@rrps.org, or by calling 218-742-3901.

Proposal Due Date:

November 11, 2020, 1:00 p.m.

Provide one digital (pdf file on flash drive) and ten physical copies to:

Request for Proposals
c/o Noel Schmidt, Superintendent
Rock Ridge Public Schools
411 South 5th Avenue
Virginia, MN 55792

Finalist Interview

Finalist firms may (or may not) be selected upon review of response to RFP and may be interviewed between November 13-20, 2020. Interviews may or may not take place.

Award of Project

Final School Board approval will be November 23. The successful firm shall be notified and awarded the project following approval by the Rock Ridge School Board.

Important Dates

- Response for Proposals (RFP) Available – Wednesday, October 28, 2020
- Deadline for RFQ Questions – Monday, November 10, 2020
- RFP Responses Due to Dr. Schmidt – Monday, November 11, 2020
- Respondent Interviews, if necessary (30 minutes in Length) – November 13-20, 2020
- School Board approval of Awardee - November 23, 2020.

Project Background

Rock Ridge Public Schools is a newly consolidated district between Virginia Public Schools and Eveleth-Gilbert Public Schools, and serves approximately 2600 students on the eastern iron range in Northeastern MN.

The world of education for K-12 students continues to grow and evolve. Providing engaging curriculum and valuable life skills to prepare students for their careers is critical. Rock Ridge Public Schools agree that a relevant high school experience, steeped in careers, is crucial for our communities' learners.

To-date, the two districts have had over 150 combined community meetings, extensively surveyed all community members, and passed a \$178.5 million dollar bond referendum in both school districts as well as successfully passed a consolidation vote. As a result of this initiative, the new district, Rock Ridge, is in the process of building a state of the art career academies high school and two new elementary schools.

Please visit rrps.org for background information that chronicles the story as it started over three years ago.

Organization of submittal proposal

The District reserves the right to select the proposal that best meets the needs of the school district, not necessarily the lowest cost proposal. In addition, the District reserves the right to reject some or all of the submitted proposals.

The proposed work proposal will consist of:

1. Developing a process of engaging the communities for input on naming elementary schools.
2. Developing a process for narrowing the names down to a manageable number that can be voted on
3. Develop a process to survey or vote to select a final name for each new elementary school.

Experience and Expertise:

List all general areas of expertise related to your proposal and any previous experience in similar projects.

Contract Length and Fees:

List contract length and all fees associated with the project.

Award of Contract:

The selection team will be the Rock Ridge School Board

The Rock Ridge School Board may assemble a selection team to hear and evaluate the 30 minute personal interview for the selected firms.

The firm selected and the resulting contract for services will be subject to approval by the Rock Ridge School Board. The Rock Ridge School Board reserves the right to accept or reject any or all proposals.

RESOLUTION #20-012

The following resolution was offered by Director _____ and moved for adoption:

RESOLUTION ACCEPTING MONETARY, PROPERTY, GOODS, OR SERVICES DONATION

WHEREAS Rock Ridge Public Schools is generally authorized to accept donations of real or personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its students, and is specifically authorized to accept gifts and bequests for the benefit of the students in the School District; and

WHEREAS the following persons and entities have offered to contribute the gifts set forth below to the School District:

<u>Name of Donor</u>	<u>Gift</u>
Frank Haege	\$150.00 to be used in the Rock Ridge Rising Campaign

WHEREAS no goods or services were provided in exchange for said donations and gifts in-kind;

WHEREAS all such donations and gifts in kind have been contributed to assist with the Rock Ridge Rising Campaign;

WHEREAS the Rock Ridge School Board finds that it is appropriate to accept the donations and gifts in-kind offered;

NOW, THEREFORE, BE IT RESOLVED BY THE ROCK RIDGE SCHOOL BOARD, AS FOLLOWS:

The donations and gifts in-kind described above are accepted and shall be used for the Rock Ridge Rising Campaign.

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

And the following voted against the same:

And the following abstained:

And the following were absent:

Whereupon said resolution was declared duly passed and adopted on October 26, 2020.

RESOLUTION #20-013

The following resolution was offered by Director _____ and moved for adoption:

RESOLUTION ACCEPTING MONETARY, PROPERTY, GOODS, OR SERVICES DONATION

WHEREAS Rock Ridge Public Schools is generally authorized to accept donations of real or personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its students, and is specifically authorized to accept gifts and bequests for the benefit of the students in the School District; and

WHEREAS the following persons and entities have offered to contribute the gifts set forth below to the School District:

<u>Name of Donor</u>	<u>Gift</u>
Material Girl	40 mask kits

WHEREAS no goods or services were provided in exchange for said donations and gifts in-kind;

WHEREAS all such donations and gifts in kind have been contributed to assist with equipping students/staff/visitors with a mask if one is needed;

WHEREAS the Rock Ridge School Board finds that it is appropriate to accept the donations and gifts in-kind offered;

NOW, THEREFORE, BE IT RESOLVED BY THE ROCK RIDGE SCHOOL BOARD, AS FOLLOWS:

The donations and gifts in-kind described above are accepted and shall be used for making masks for anyone in our schools who is without a mask.

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

And the following voted against the same:

And the following abstained:

And the following were absent:

Whereupon said resolution was declared duly passed and adopted on October 26, 2020.



Rock Ridge Public
Schools
411 5th Avenue

Adopted: September 28, 2020

104 SCHOOL DISTRICT MISSION STATEMENT

I. PURPOSE

The purpose of this policy is to establish a clear statement of the purpose for which the school district exists.

II. GENERAL STATEMENT OF POLICY

The school board believes that a mission statement should be adopted. The mission statement should be based on the beliefs and values of the community, should direct any change effort and should be the basis on which decisions are made. The school board, on behalf of and with extensive participation by the community, should develop a consensus among its members regarding the nature of the enterprise the school board governs, the purposes it serves, the constituencies it should consider, including student representation, and the results it intends to produce.

III. MISSION STATEMENT

We see...

- An educational environment designed to inspire passion and joy for everyone
- Collaborative educational experiences with immediate real-world applications
- Meaningful integration of community professionals into the daily education of students
- Adaptable learning spaces that will continually meet the needs of an ever-changing workforce

Everyone = [faculty, staff, parents, students, community, visitors, etc.]

IV. REVIEW

The school board will review the school district's mission every two years, especially when members of the board change. The school board will conduct a comprehensive review of the mission, including the beliefs and values of the community, every five to seven years.

Legal References: Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement)
Minn. Rule Parts 3501.0010-3501.0180
Minn. Rule Parts 3501.0200-3501.0270

Cross References:



Rock Ridge Public
Schools
411 5th Avenue

Adopted: September 28, 2020

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage discussion by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of

whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes: Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.
- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
 - 1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 - 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 - 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
 - 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.

- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
 - 1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 - 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 - 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PROCEDURES

A. Agenda Items

- 1. Persons who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board

meeting. The person should provide his or her name, address, the name of group represented (if any), and the subject to be covered or the issue to be addressed.

2. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
3. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board and potentially removed from the meeting.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint.

In the absence of a designated person, the matter should be referred to the superintendent.

3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. Open Forum

The school board shall normally provide a specified period of time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

D. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)

Minn. Stat. § 13D.05 (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 122A.44 (Contracting with Teachers)
Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: Policy 205 (Open Meetings and Closed Meetings)
Policy 207 (Public Hearings)
Policy 406 (Public and Private Personnel Data)
Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)
MSBA Service Manual, Chapter 13, School Law Bulletin “T” (School Records – Privacy – Access to Data)



Rock Ridge Public
Schools
411 5th Avenue

Adopted: September 28, 2020

409 EMPLOYEE PUBLICATIONS, INSTRUCTIONAL MATERIALS, INVENTIONS, AND CREATIONS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

Unless the employee develops, creates or assists in developing or creating a publication, instructional material, computer program, invention or creation entirely on the employee's own time and without the use of any school district facilities or equipment, the employee shall immediately disclose and, on demand of the school district, assign any rights to publications, instructional materials, computer programs, materials posted on websites, inventions or creations which the employee develops or creates or assists in developing or creating during the term of employee's employment and for two (2) years thereafter. In addition, employees shall sign such documents and perform such other acts as may be necessary to secure the rights of the school district relating to such publications, instructional materials, computer programs, materials posted on websites, inventions and/or creations, including domestic and foreign patents and copyrights.

III. NOTICE OF POLICY

The school district shall give employees notice of this policy by such means as are reasonably likely to inform them of this policy.

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

Cross References:



Rock Ridge Public
Schools
411 5th Avenue

Adopted: September 28, 2020

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. 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.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, 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, including medical cannabis, regardless of whether it has been prescribed for the employee, 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.

- D. 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.
- E. 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 (including medical cannabis), 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. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
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, including medical cannabis, 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. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry.

H. Testing Requirements

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for ~~[alcohol and]~~ controlled substances, including medical cannabis, 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, including medical cannabis, 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, including medical cannabis, 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, including medical cannabis, 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, including medical cannabis, 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, including medical cannabis, 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, including medical cannabis, 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 [Essentia Health – Virginia, Minnesota](#), which is a laboratory 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, including medical cannabis, regardless of enrollment in the state registry program.
- 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. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.
- d. 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 or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. 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. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
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: Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Policy 406 (Public and Private Personnel Data)
Policy 417 (Chemical Use and Abuse)
Policy 418 (Drug-Free Workplace/Drug-Free School)



Rock Ridge Public
Schools
411 5th Avenue

SUGGESTED POLICY CHANGES

Adopted:

516 STUDENT MEDICATION

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering all medications to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require medication to be administered during the school day. The school district's licensed school nurse (LSN), registered nurse (RN), licensed practical nurse (LPN) or other non-licensed district employee as delegated by either the district's LSN or RN will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. REQUIREMENTS

- A. The administration of medications at school requires (1) written or oral authorization of the student's parent/legal guardian. If the parent's / legal guardian's authorization is oral then the oral authorization must be reduced to writing within two school days. Prescribed medication shall be administered to and taken by only the person for whom the prescription has been written, and (2) the written order of a physician/licensed health care prescriber. The physician/licensed prescriber medication order must be received in writing within two school days provided that the school district may rely on parent written request until prescribing health care provider's medication orders are received.
- B. A "General Medication Administration Form" must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minn. Stat. § 152.22, Subd. 6.
- C. All medication must come to school in the original container and must be consistent with the instructions on the label and prescription medication must be labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.
- D. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication

administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.

- E. The school nurse may request to receive further information about the medication, if needed, prior to administration of the substance.
- F. Medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler, epi-pens used for treatment of anaphylaxis, over the counter (OTC) medications for grades 7-12 only, and other medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
- G. Self-Carrying and Self-Administration of Prescription Medication:

The district “Medication Authorization to Self-Administer” form must be completed and renewed annually by the parent/legal guardian and physician/licensed health care prescriber. Completion of this form will allow a student to responsibly carry medications for self-administration (see Minnesota Statutes Chapters 121A.22, 121A.2205, 121A.221 and 121A.222, and Wheeler, 2004). This authorization is renewed each school year.

Emergency Prescription medications such as asthma medications administered with an inhaler, epinephrine auto-injectors as prescribed for severe allergy treatment and other prescription medications noted in a written agreement between the school district and the parent or as specified in an IEP (Individualized Education Program), Section 504 Plan, or IHP (Individual Health Plan) require both (1) prescribing health care provider and (2) guardian written consent to self-carry medication.

- H. Self-Carrying and Self-Administration of Non-Prescription Medication:

(No request for self-carrying or self-administration will be honored if dosage exceeds the recommendations on the manufacturer’s label.)

According to MS Chapter 121A.222, a secondary student (grade 7-12) may possess and use non-prescription pain relief in a manner consistent with the labeling if the district has parental or legal guardian authorization. However, this law does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients.

The district “Authorization to Self-Administer” form must be completed and renewed annually by both the parent/legal guardian and physician / licensed prescriber.

The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

I. Self-Carry Self-administration Student Safety:

a. The LSN/RN, in consultation with the parent/legal guardian and physician/licensed health care prescriber, needs to evaluate the student's health status and abilities for safe self-administration of prescription and non-prescription medications, observe the student's self-administration at school, and communicate with the parent/legal guardian about any medication administration difficulties or successes.

b. In the case of a disagreement regarding a student's self-carrying and self-administration of medication, a meeting should be held among all those involved to sort out differences of opinion and develop a plan, keeping as a priority the student's educational goals and health safety.

J. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

K. The school nurse, or other designated person, shall be responsible for documentation of medication administered.

L. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a licensed school nurse, RN, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minn. Stat. § 121A.21). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy. Medical Treatments and health functions fall under the same guidelines as the medication policy including but not limited to catheterization, tracheostomy suctioning, gastrostomy feedings, and diabetic cares.

M. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings require (1) parent/Guardian written consent (2) physician/licensed prescribers orders.

N. Medications:

a. that are used off school grounds;

- b. that are used in connection with athletics or extracurricular activities; or
 - c. that are used in connection with activities that occur before or after the regular school day are not governed by this policy.
- O. At the start of each school year or at the time a student enrolls in school, whichever is first, a student’s parent/guardian is responsible to inform the school health services of their student’s medical needs. If emergency medication is needed, it will be provided by the parent/guardian and an individual written health plan will be developed and implemented, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:
 - a. possess epinephrine auto-injectors; or
 - b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have access to epinephrine auto-injectors, as provided by the parent/guardian, in close proximity to the student during the instructional day.

The plan must designate the school staff responsible for implementing the student’s health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student’s § 504 plan.

- P. A student may possess cough drops/lozenges and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician’s note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.
- Q. “Parent” for students 18 years old or older is the student.
- R. The District and District staff may not purchase or have a supply of any OTC medications to administer to students.
- S. Parents/guardians are responsible for provision of individual student medication.

Legal References: Minn. Stat. § 13.32 (Student Health Data)
 Minn. Stat. § 121A.21 (Hiring of Health Personnel)
 Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
 Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)

Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)

Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)

Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)

Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)

Minn. Stat. § 151.212 (Label of Prescription Drug Containers)

Minn. Stat. § 152.22 (Medical Cannabis; Definitions)

Minn. Stat. § 152.23 (Medical Cannabis; Limitations)

20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)

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

Cross References: Policy 418 (Drug-Free Workplace/Drug-Free School)