

John Bergs
Activities Director
Margot Hansen
Director of Teaching & Learning
Jeff Heine
Buildings & Grounds Director



Chuck Keller
Business Director
Angie Kahle
Student Support Services Director
Dorothy Koller
Community Education Director

REGULAR BOARD MEETING

District Office, 130 South Willow Street, Belle Plaine, MN 56011
6:00 PM Monday, June 26, 2017

Our mission is to pursue excellence in academics, programming, and the social and emotional development of our students. Fostering a culture of kindness, inclusion, and pride in ourselves, our school, and our community.

1. Call to Order:

2. Acknowledgment of Visitors and Special Presentations:

1. Track Recognition

3. Other Items as Brought Before the Board & Consideration of Agenda:

4. Consensus Items:

Chair Gardner

1. Previous Board Meeting Minutes:

3

2. Approve Monthly Expenditures:

9

3. Personnel:

4. Student Enrollments:

5. Donations:

25

5. Discussion Items:

1. Superintendent Update:

Dr. Laager

2. Board Member Reports:

Board Members

6. Action Items:

1. 2017-18 Lunch Prices:

Mr. Keller

27

| | | |
|--|-----------------------|-------------------|
| 2. <u>Food Service Contract:</u> | Mr. Keller | <u>28</u> |
| 3. <u>2017-18 Operating Capital Budget:</u> | Dr. Laager/Mr. Keller | <u>55</u> |
| 4. <u>2017-2018 Projected Budget Review:</u> | Dr. Laager/Mr. Keller | <u>56</u> |
| 5. <u>SW Metro LTFM Resolution:</u> | Mr. Keller | |
| 6. <u>LED Project Update:</u> | Mr. Keller | <u>76</u> |
| 7. <u>Activity Fees:</u> | Mr. Bergs | <u>102</u> |
| 8. <u>MSHSL Membership for 2017-18:</u> | Mr. Keller | <u>110</u> |
| 9. <u>City Pool Use Agreement:</u> | Mr. Keller | <u>113</u> |
| 10. <u>Approve Co-op membership for hockey:</u> | Dr. Laager | |
| 11. <u>Review of Current Policies:</u> | Dr. Laager/Mr. Keller | <u>114</u> |
| 7. <u>Upcoming Meetings:</u> | | |
| 8. <u>Closed Session for Superintendent Evaluation:</u> | Mr. Gardner | |
| 9. <u>Adjourn:</u> | | |

Board Clerk

Date

Minutes of Regular Board Meeting

MINUTES WILL NOT BE APPROVED UNTIL THE NEXT BOARD MEETING

The Board of Belle Plaine Public Schools

A Regular Board Meeting of the Board of Belle Plaine Public Schools was held Monday, May 22, 2017, beginning at 6:00 PM in the District Center - Board Room.

1. Call to Order:

Chairperson Gardner will call the meeting to order.

The regular monthly meeting of the Belle Plaine School Board was called to order by Chairperson Gardner on Monday, May 22, 2017 at 6:00 pm at the District Center Board Room with the following members present: Giesen, Gardner, Skelley, O'Brien, Kahle and Supt. Laager. The following members were absent: Vandermark.

2. Acknowledgment of Visitors and Special Presentations:

Chairperson Gardner will ask if visitors wish to be placed on the Agenda.

2. 1. Blended Learning:

Students will be present to discuss blended learning.

- *Two students completed 5th grade math in January and have been working on 6th grade math*
- *5-7 grades are doing this now*

2. 2. Art:

Staff and students will be present to show off some of their artwork.

- *“TAB” – Teaching for Artistic Behavior*
 - *Students work at their own pace*
- *High School Visual Arts*
 - *Sections – 9 invited to state*
 - *4 of 10 pieces from Belle Plaine to State*
 - *Belle Plaine had the most pieces move on to state*

2. 3. K-6 Realignment Plan/Update:

Principal Kim Dewitte will be present to discuss the realignment plan for K-6.

Presenter: Kim DeWitte

First Grade – 128 kids – Homeroom 25-26, Reading 21-22, Math 15-30

Second Grade – 138 kids – Homeroom 27-28, Reading 23, Math 15-30

- *Drawbacks – Class sizes, transition multiple times during the day, relationship challenges*
- *Pros – Get to know more students/families, more student friendships, higher level vocab, modified work/tests by ability, peer teaching, 75 minutes math, 105 minutes reading, 2-FT Reading Corp*

3. Other Items as Brought Before the Board & Consideration of Agenda:

Chairperson Gardner will ask if there are any items that need to be brought before the board and for consideration of the Agenda.

Motion by Giesen and second by Skelley to approve the agenda as presented. Motion

carried unanimously.

4. Consensus Items:

If any board member has concerns about the adoption of the following consensus items, please acknowledge the Chairperson prior to the final vote. If there are no concerns, these items will be voted on as a group.

Presenter: Chair Gardner

Motion by Kahle and second by O'Brien to approve all of the following consensus items.

Motion carried unanimously.

4. 1. Previous Board Meeting Minutes:

Enclosed are the April 24, 2017 Regular Board Meeting minutes for your review and adoption.

4. 2. Approve Monthly Expenditures:

At the board finance meeting, expenditures for the month of May were reviewed. Administration recommends approval of the May 2017 disbursements totaling \$1,429,398.27. This includes board payables of \$143,551.80, hand payments of \$332,806.35, electronic payments of \$933,729.37 and student activity payments of \$19,310.75.

4. 3. Personnel:

Accept the resignation of Nicole Prom, School Psychologist, effective at the conclusion of the 2016-2017 school year.

Accept the resignation of Ashley Germscheid, Jr/Sr High Social Studies Teacher, effective at the conclusion of the 2016-2017 school year.

Accept the resignation of Dawn Schuett, Speech/Language Pathologist, effective at the conclusion of the 2016-2017 school year.

Accept the resignation of Renetta Halverson, School Psychologist, effective at the conclusion of the 2016-2017 school year.

Approve the resignation of Keriann German, a paraprofessional at Chatfield, effective at the conclusion of the 2016-2017 school year.

Approve the hire of Jan Bremseth, Ryan Bremseth, Lyle Noah, Missy Caola and Marcy Boblitt as summer custodial staff at \$14.68 per hour.

Approve the hire of Delores Johnson, Long-Term Substitute, effective May 12, 2017 through June 2, 2017.

Approve the hire of Delores Johnson, Long-Term Substitute, effective September 7, 2017 through October 6, 2017.

Approve the hire of Jamie McMahon, School Social Worker, at MA30/20 Step 11, \$58,026 for the 2017-2018 school year.

Approve the hire of Kaitlin Senn, Psychology Intern, at BA Step 1, \$35,721 for the 2017-2018 school year.

Approve the hire of Bao Dang, Speech/Language Pathologist, at MA Step 3, \$42,332 for the 2017-2018 school year.

Approve the hire of Erin Salaba, Speech/Language Pathologist, at MA Step 7, \$48,569 for the 2017-2018 school year.

Approve an Employee Leave Request for Jennifer Cariveau effective May 12, 2017 through June 2, 2017.

Approve an Employee Leave Request for Samantha Schroers effective approximately August 23, 2017 through October 18, 2017.

Approve an Employee leave Request for Alicia Goodloe effective approximately October 30,

2017 through February 1, 2018.

Approve a Lane Change for Kelsey Janni from BA to BA15/10.

Approve the release of the following staff on a variance: Kristy Konopacki- ECFE Teacher and Ann Carstens- ECFE Parent Educator.

4. 4. Student Enrollments:

Approve an Eastern Carver County resident, grade 11, to attend Belle Plaine Public Schools effective September 5, 2017.

Approve a Belle Plaine kindergarten resident to attend Eastern Carver County Schools (La Academia) effective September 6, 2017.

Approve a Belle Plaine 8th grade resident to attend New Prague Area Schools effective August 28, 2017.

Approve two Belle Plaine residents, grades 5 and 3, to attend Jordan Public Schools effective August 1, 2016.

Approve three Belle Plaine residents, grades 6,1 and K, to attend Jordan Public Schools effective September 5, 2017.

4. 5. Donations:

Donations totaling \$30,811.86 were given to the Belle Plaine School District over the past month. See the attached resolution for a full listing of the donations. Thank you to all who made these generous donations!

| Date | Donor | Item and Nature of Donation/Gift | Amount |
|------------|---------------------------|------------------------------------|-----------|
| 04.10.2017 | Genesis | Community Ed – Basketball T-Shirts | 611.86 |
| 03.30.2017 | LeRoy & Connie Chard | Oak Crest Softball Complex | 30,000.00 |
| 04.21.2017 | Thomas & Janet Sellnow | High School – Robotics Program | 100.00 |
| 04.21.2017 | Belle Plaine Chiropractic | High School – Robotics Program | 100.00 |

5. Discussion Items:

5. 1. Superintendent Update:

Superintendent Laager will provide updates on current school activities,
Presenter: Dr. Laager

5. 1. 1. Board Retreat:

The board retreat is tentatively scheduled for Aug 14th, 2017 from 9:00-3:00.

Presenter: Dr. Laager

5. 1. 2. Community Center Update:

Presenter: Dr. Laager

- *Toured Jordan's Community Center*
- *Rough pricing and approval for drawings for a center*
- *Meeting May 23rd with an architect for concept images*
- *Next meeting will be in June*

5. 2. Board Member Reports:

Board members will have an opportunity to share information about meetings they have attended over the past month.

Presenter: Board Members

Kahle – Negotiations Meeting, June 7

O'Brien – Food Service Meeting

Giesen – Negotiations Meeting,

SW Metro – Course expansion,

*Eastern Carver County Coop – Learning Seminar, July 31, Farmington, Minnetonka
Skelley – Community Center Meeting
Food Service Meeting*

5. 3. Building Administrator Reports:

6. Action Items:

6. 1. Resolutions Relating to the Termination and Nonrenewal of Teaching Contracts:

The attached resolution is for the non-renewal of a probationary teaching contract. Approval is recommended.

Presenter: Dr. Ryan Laager

Motion by Kahle and second by Skelley to approve the resolution relating to the non-renewal of the teaching contract for Michael Reynolds, a probationary teacher. Motion carried unanimously with a 5-0 roll call vote.

6. 2. Set-Sale Bond Resolution:

Attached is a bond resolution authorizing issuance and sale of Facility Maintenance GO Bonds. As discussed at the May 8th work session these bonds will be used to pay for the LED lighting project and borrowing of the next two-years of LTFM dollars if the legislature passes the Ag Tax Credit. Approval of the resolution is recommended.

Presenter: Mr. Keller

Motion by Giesen and second by Kahle to approve the resolution authorizing the issuance and sale of Facility Maintenance GO Bonds. Motion carried unanimously with a 5-0 roll call vote.

6. 3. 2017-18 Budget Assumptions:

We reviewed 2017-18 budget assumptions at the May 8, 2017 work session. These assumptions will be used to build the 2017-18 adopted budget. Approval is recommended.

Presenter: Mr. Keller

Motion by Giesen and second by O'Brien to approve the 2017-2018 budget assumptions. Motion carried unanimously.

6. 4. Approve Joint Powers Agreement with the City of Belle Plaine:

Presenter: Mr. Keller

Motion by O'Brien and second by Giesen to approve the Joint Powers Agreement with the City of Belle Plaine. Motion carried unanimously.

6. 5. Approve Joint Powers Agreement Between Saby Sengupta (Tatiana Fields) and Belle Plaine Schools:

Presenter: Dr. Laager

Motion by Skelley and second by Giesen to approve the Joint Powers Agreement with Saby Sengupta (Tatiana Fields). Motion carried unanimously.

6. 6. Softball Project Bid:

Approve the bid for the softball project.

Presenter: Dr. Laager

Motion by Kahle and second by O'Brien to approve the bid for the softball concession/bathroom/storage project. Motion carried unanimously.

6. 7. Land Swap of Tennis Courts and Hockey Rink between City and School District:

The attached Quit Claim Deeds are to complete the split and exchange of land between the School District and the City of Belle Plaine. The City will be transferring their land with the skating rink to the School District in exchange for the School District Property with the

tennis courts. Quit Claim Deed #1 splits the property between the tennis courts and the hockey rink. Quit Claim Deed #2 transfers the tennis court property to the City of Belle Plaine. The City will be approving a Quit Claim Deed authorizing the transfer of the hockey rink property to the School District.

Presenter: Dr. Laager/Mr. Keller

Quit Claim Deed #1

Motion by Giesen and second by Kahle to approve the Quit Claim Deed splitting the property between the tennis courts and the hockey rink. Motion carried unanimously.

Quit Claim Deed #2

Motion by O'Brien and second by Skelley to approve the Quit Claim Deed transferring the tennis court property to the City of Belle Plaine. Motion carried unanimously.

6. 8. APEX Contract for LED Lighting:

Attached is the contract for the LED Lighting project with APEX. The original contract is for the original scope that was bid from the CEE specifications at a total cost of \$688,300. The change order is for the added scope and equipment totaling \$179,478. The total contract will be for \$867,778. This does not reflect any rebates that we will receive. It is recommended to approve both the original contract and the change order. The equipment list/scope for each site is also attached. Equipment indicated with A is part of the project.

Presenter: Mr. Keller

Motion by Giesen and second by Kahle to table the APEX action until after further discussion at the June work session. Motion carried unanimously.

6. 9. Food Service Bids:

Food service bids were due on May 15. We have received 2 bids and are currently reviewing them. A recommendation may be brought to the board at this time if the analysis is complete.

Presenter: Mr. Keller

Motion by Skelley and second by Kahle to approve the bid from Taher for the next two school years. Motion carried unanimously.

6. 10. Review of Current Policies:

Review of our current policies: Policy 404 (and form) - Employment Background Checks, Policy 408 - Subpoena of a School District Employee and Policy 409 - Employee Publications, Instructional Materials, Inventions and Creations. The current policy/form is attached along with the revised red line version.

Presenter: Dr. Laager/Mr. Keller

Motion by O'Brien and second by Skelley to approve the review and revisions of Policy 404 (and form) – Employment Background Checks, Policy 408 – Subpoena of a School District Employee and Policy 409 – Employee Publications, Instructional Materials, Inventions and Creations. Motion carried unanimously.

7. Upcoming Meetings:

June 4: 2:00 p.m. Graduation Ceremony
June 12: 6:00 p.m. Board Work Session
June 26: 5:30 p.m. Finance Committee
6:00 p.m. Regular Board Meeting

8. Adjourn:

Motion by Giesen and second by Kahle to adjourn at 7:19 pm. Motion carried unanimously.

Belle Plaine Public Schools Pre Payment Report

| GrpCode | Rcd | W9 | Vendor | Batch | Voucher | Inv No | Gross Amount | Disc Amt | Net Payment | Inv Date | Due Date | Disc Date |
|---------|------|----|-------------------------------|--------|---------|------------|---------------|----------|-------------|------------|------------|------------|
| 1 | 3753 | N | AG POWER ENTEPRISES INC | V71201 | 59110 | 858189 | 3.92 | 0.00 | 3.92 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| 1 | 3753 | N | AG POWER ENTEPRISES INC | V71201 | 59111 | 859127 | 48.81 | 0.00 | 48.81 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$52.73 | | | |
| 1 | 1021 | N | AIM ELECTRONICS | V71201 | 59079 | 40309 | 506.00 | 0.00 | 506.00 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$506.00 | | | |
| 1 | 5407 | N | ANDREA ANDERT | V71201 | 58894 | 05312017 | 40.45 | 0.00 | 40.45 | 06/09/2017 | 06/09/2017 | 06/09/2017 |
| | | | | | | | Check Amount: | | \$40.45 | | | |
| 1 | 4589 | N | BANC OF AMERICA LEASING | V71201 | 58870 | 97 | 8,256.74 | 0.00 | 8,256.74 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$8,256.74 | | | |
| 1 | 1125 | N | BELLE PLAINE HERALD | V71201 | 58842 | 23157 | 66.13 | 0.00 | 66.13 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| 1 | 1125 | N | BELLE PLAINE HERALD | V71201 | 58833 | 23084 | 180.00 | 0.00 | 180.00 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| 1 | 1125 | N | BELLE PLAINE HERALD | V71201 | 58851 | 07082017 | 26.00 | 0.00 | 26.00 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$272.13 | | | |
| 1 | 1177 | N | BOROUGH BOWL | V71201 | 58834 | 705 | 476.00 | 0.00 | 476.00 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$476.00 | | | |
| 1 | 6380 | N | BRIANNA VELZKE | V71201 | 58852 | 04202017 | 47.70 | 0.00 | 47.70 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$47.70 | | | |
| 1 | 1197 | N | BRUCE MATHIOWETZ | V71201 | 59080 | 06212017 | 650.00 | 0.00 | 650.00 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| 1 | 1197 | N | BRUCE MATHIOWETZ | V71201 | 58897 | 06092017 | 101.40 | 0.00 | 101.40 | 06/09/2017 | 06/09/2017 | 06/09/2017 |
| | | | | | | | Check Amount: | | \$751.40 | | | |
| 1 | 4514 | N | BSN Sports/Collegiate Pacific | V71201 | 58860 | 98862576 | 1,197.07 | 0.00 | 1,197.07 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| 1 | 4514 | N | BSN Sports/Collegiate Pacific | V71201 | 58898 | 98846808 | 740.20 | 0.00 | 740.20 | 06/09/2017 | 06/09/2017 | 06/09/2017 |
| 1 | 4514 | N | BSN Sports/Collegiate Pacific | V71201 | 58859 | 98862580 | 420.01 | 0.00 | 420.01 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| 1 | 4514 | N | BSN Sports/Collegiate Pacific | V71201 | 58861 | 98808802 | 992.92 | 0.00 | 992.92 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| 1 | 4514 | N | BSN Sports/Collegiate Pacific | V71201 | 58858 | 98917958 | 4,000.00 | 0.00 | 4,000.00 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$7,350.20 | | | |
| 1 | 7270 | N | CAPERNAUM PEDIATRIC THERAPY | V71201 | 58900 | APRIL 2017 | 1,026.20 | 0.00 | 1,026.20 | 06/09/2017 | 06/09/2017 | 06/09/2017 |
| | | | | | | | Check Amount: | | \$1,026.20 | | | |
| 1 | 6896 | N | CAROLYN GLEASON | V71201 | 58899 | 105 | 400.00 | 0.00 | 400.00 | 06/09/2017 | 06/09/2017 | 06/09/2017 |
| | | | | | | | Check Amount: | | \$400.00 | | | |
| 1 | 1262 | N | CITY OF BELLE PLAINE | V71201 | 59116 | 00003509 | 687.66 | 0.00 | 687.66 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| 1 | 1262 | N | CITY OF BELLE PLAINE | V71201 | 58857 | 00003504 | 500.00 | 0.00 | 500.00 | 06/07/2017 | 06/07/2017 | 06/07/2017 |

Belle Plaine Public Schools Pre Payment Report

| GrpCode | Rcd | W9 | Vendor | Batch | Voucher | Inv No | Gross Amount | Disc Amt | Net Payment | Inv Date | Due Date | Disc Date |
|---------|------|----|-----------------------------|--------|---------|-------------|---------------|----------|-------------|------------|------------|------------|
| 1 | 1262 | N | CITY OF BELLE PLAINE | V71201 | 59117 | 00003508 | 439.74 | 0.00 | 439.74 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$1,627.40 | | | |
| 1 | 7317 | N | COMM ED & REC CENTER | V71201 | 58866 | 3003324.003 | 30.00 | 0.00 | 30.00 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$30.00 | | | |
| 1 | 3749 | N | DAIRY QUEEN | V71201 | 59062 | 0002 | 128.00 | 0.00 | 128.00 | 06/19/2017 | 06/19/2017 | 06/19/2017 |
| 1 | 3749 | N | DAIRY QUEEN | V71201 | 58863 | 0001 | 44.00 | 0.00 | 44.00 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$172.00 | | | |
| 1 | 2832 | N | DARYL GOULSON | V71201 | 58865 | 05182017 | 175.00 | 0.00 | 175.00 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$175.00 | | | |
| 1 | 2730 | N | DAVE KREFT | V71201 | 59101 | 06162017 | 279.27 | 0.00 | 279.27 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$279.27 | | | |
| 1 | 7277 | N | DAWN SCHUETT | V71201 | 58893 | 05302017 | 15.41 | 0.00 | 15.41 | 06/09/2017 | 06/09/2017 | 06/09/2017 |
| | | | | | | | Check Amount: | | \$15.41 | | | |
| 1 | 1390 | N | DR DAN'S | V71201 | 59114 | 11894 | 2,384.00 | 0.00 | 2,384.00 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$2,384.00 | | | |
| 1 | 5280 | Y | EARL GRANSEE | V71201 | 58850 | 05252017 | 2,106.00 | 0.00 | 2,106.00 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$2,106.00 | | | |
| 1 | 5579 | N | EDUCATORS BENEFIT CONSULTAN | V71201 | 58844 | 37081 | 206.45 | 0.00 | 206.45 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$206.45 | | | |
| 1 | 6870 | N | EMILY AUST | V71201 | 58889 | 05312017 | 125.83 | 0.00 | 125.83 | 06/09/2017 | 06/09/2017 | 06/09/2017 |
| | | | | | | | Check Amount: | | \$125.83 | | | |
| 1 | 6809 | N | FASTBRIDGE LEARNING | V71201 | 58846 | INV-1386 | 1,974.00 | 0.00 | 1,974.00 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$1,974.00 | | | |
| 1 | 4840 | N | GENERAL PARTS | V71201 | 59127 | 1615071 | 266.76 | 0.00 | 266.76 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$266.76 | | | |
| 1 | 7314 | N | GOPHERS CROPS & SOILS CLUB | V71201 | 58896 | 06092017 | 375.00 | 0.00 | 375.00 | 06/09/2017 | 06/09/2017 | 06/09/2017 |
| | | | | | | | Check Amount: | | \$375.00 | | | |
| 1 | 1511 | N | GRAINGER | V71201 | 59113 | 9455473711 | 26.98 | 0.00 | 26.98 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| 1 | 1511 | N | GRAINGER | V71201 | 59112 | 9444836804 | 901.50 | 0.00 | 901.50 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$928.48 | | | |

Belle Plaine Public Schools Pre Payment Report

| GrpCode | Rcd | W9 | Vendor | Batch | Voucher | Inv No | Gross Amount | Disc Amt | Net Payment | Inv Date | Due Date | Disc Date |
|---------|------|----|----------------------------|--------|---------|------------|---------------|----------|-------------|------------|------------|------------|
| 1 | 1528 | N | GROTH MUSIC | V71201 | 58848 | 2623568 | 105.57 | 0.00 | 105.57 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$105.57 | | | |
| 1 | 1566 | N | HILLYARD / HUTCHINSON | V71201 | 59123 | 602542190 | 3,030.90 | 0.00 | 3,030.90 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| 1 | 1566 | N | HILLYARD / HUTCHINSON | V71201 | 59118 | 602568656 | 7,320.25 | 0.00 | 7,320.25 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| 1 | 1566 | N | HILLYARD / HUTCHINSON | V71201 | 59119 | 602570775 | 142.59 | 0.00 | 142.59 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$10,493.74 | | | |
| 1 | 1575 | N | HOMEWARD BOUND THEATRE CO | V71201 | 59075 | 06192017 | 328.00 | 0.00 | 328.00 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$328.00 | | | |
| 1 | 3278 | N | HUMERATECH | V71201 | 59107 | 170569 | 840.00 | 0.00 | 840.00 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$840.00 | | | |
| 1 | 6077 | N | I DOCTOR | V71201 | 59081 | 7135 | 1,979.83 | 0.00 | 1,979.83 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$1,979.83 | | | |
| 1 | 1607 | N | ISD 287 | V71201 | 58847 | 75279 | 202.39 | 0.00 | 202.39 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$202.39 | | | |
| 1 | 3493 | N | JACK SCHUNEMAN | V71201 | 59115 | 05052017 | 10.18 | 0.00 | 10.18 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$10.18 | | | |
| 1 | 1202 | N | JANIS BUESGENS | V71201 | 59022 | 05312017 | 25.68 | 0.00 | 25.68 | 06/14/2017 | 06/14/2017 | 06/14/2017 |
| | | | | | | | Check Amount: | | \$25.68 | | | |
| 1 | 1629 | N | JEFF HEINE | V71201 | 59126 | 06212017 | 1,736.17 | 0.00 | 1,736.17 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$1,736.17 | | | |
| 1 | 1637 | N | JEROLD STAUFFACHER | V71201 | 58843 | 05242017 | 89.97 | 0.00 | 89.97 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$89.97 | | | |
| 1 | 7318 | N | JULIE FELDERMANN | V71201 | 59021 | 05312017 | 3.48 | 0.00 | 3.48 | 06/14/2017 | 06/14/2017 | 06/14/2017 |
| 1 | 7318 | N | JULIE FELDERMANN | V71201 | 58868 | 04252017 | 3.48 | 0.00 | 3.48 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| 1 | 7318 | N | JULIE FELDERMANN | V71201 | 58869 | 12142016 | 2.81 | 0.00 | 2.81 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$9.77 | | | |
| 1 | 1707 | N | LANGE'S PLUMBING & HEATING | V71201 | 59124 | 1204613 | 93.50 | 0.00 | 93.50 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$93.50 | | | |
| 1 | 7316 | N | MARCO TECHNOLOGIES LLC | V71201 | 58841 | INV4305333 | 585.00 | 0.00 | 585.00 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| 1 | 7316 | N | MARCO TECHNOLOGIES LLC | V71201 | 58840 | INV4305332 | 633.75 | 0.00 | 633.75 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| 1 | 7316 | N | MARCO TECHNOLOGIES LLC | V71201 | 58884 | INV4334772 | 638.88 | 0.00 | 638.88 | 06/09/2017 | 06/09/2017 | 06/09/2017 |

Belle Plaine Public Schools Pre Payment Report

| GrpCode | Rcd | W9 | Vendor | Batch | Voucher | Inv No | Gross Amount | Disc Amt | Net Payment | Inv Date | Due Date | Disc Date |
|---------|------|----|------------------------|--------|---------|---------------|---------------|----------|-------------|------------|------------|------------|
| 1 | 7316 | N | MARCO TECHNOLOGIES LLC | V71201 | 58839 | INV4317912 | 765.00 | 0.00 | 765.00 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$2,622.63 | | | |
| 1 | 7098 | N | MARY MESLER | V71201 | 58892 | 05192017 | 52.64 | 0.00 | 52.64 | 06/09/2017 | 06/09/2017 | 06/09/2017 |
| 1 | 7098 | N | MARY MESLER | V71201 | 58891 | 05192017 | 18.94 | 0.00 | 18.94 | 06/09/2017 | 06/09/2017 | 06/09/2017 |
| 1 | 7098 | N | MARY MESLER | V71201 | 59103 | 06192017 | 52.64 | 0.00 | 52.64 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$124.22 | | | |
| 1 | 1787 | N | MASSP | V71201 | 59018 | 06132017 | 260.00 | 0.00 | 260.00 | 06/14/2017 | 06/14/2017 | 06/14/2017 |
| | | | | | | | Check Amount: | | \$260.00 | | | |
| 1 | 1797 | N | MCEA EX.OFFICE | V71201 | 59073 | 00005050 | 90.00 | 0.00 | 90.00 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$90.00 | | | |
| 1 | 4145 | N | MEDICAREBLUE RX | V71201 | 59077 | 171570289702 | 426.00 | 0.00 | 426.00 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$426.00 | | | |
| 1 | 6171 | N | MEGAN GORDON | V71201 | 58835 | 06072017 | 352.79 | 0.00 | 352.79 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$352.79 | | | |
| 1 | 3162 | N | MEGAN VOIGT | V71201 | 58895 | 06042017 | 113.63 | 0.00 | 113.63 | 06/09/2017 | 06/09/2017 | 06/09/2017 |
| | | | | | | | Check Amount: | | \$113.63 | | | |
| 1 | 6106 | N | MELISSA SAXE | V71201 | 58836 | 06072017 | 352.66 | 0.00 | 352.66 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$352.66 | | | |
| 1 | 5091 | N | MINDY CHEVALIER | V71201 | 59102 | 06102017 | 23.92 | 0.00 | 23.92 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$23.92 | | | |
| 1 | 2765 | N | NEY CENTER | V71201 | 58849 | P34 | 252.00 | 0.00 | 252.00 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| 1 | 2765 | N | NEY CENTER | V71201 | 59074 | 01162017 | 50.00 | 0.00 | 50.00 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$302.00 | | | |
| 1 | 1918 | N | NIEMAN ROOFING CO. INC | V71201 | 59122 | 4265 | 440.00 | 0.00 | 440.00 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$440.00 | | | |
| 1 | 7253 | N | PAIGE LEMKE | V71201 | 58867 | 05162017 | 5.92 | 0.00 | 5.92 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$5.92 | | | |
| 1 | 1992 | N | PRAIRIE TRUCKING INC | V71201 | 59128 | MAY/JUNE 2017 | 47,909.39 | 0.00 | 47,909.39 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$47,909.39 | | | |
| 1 | 2002 | N | PROTECTION SYSTEMS INC | V71201 | 59121 | 34197 | 4,590.00 | 0.00 | 4,590.00 | 06/21/2017 | 06/21/2017 | 06/21/2017 |

Belle Plaine Public Schools Pre Payment Report

| GrpCode | Rcd | W9 | Vendor | Batch | Voucher | Inv No | Gross Amount | Disc Amt | Net Payment | Inv Date | Due Date | Disc Date |
|---------|------|----|-----------------------------|--------|---------|------------|---------------|----------|-------------|------------|------------|------------|
| 1 | 2002 | N | PROTECTION SYSTEMS INC | V71201 | 59120 | 35018 | 1,900.00 | 0.00 | 1,900.00 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$6,490.00 | | | |
| 1 | 7315 | N | QUIN ANDERSON | V71201 | 58837 | 06072017 | 374.98 | 0.00 | 374.98 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$374.98 | | | |
| 1 | 6111 | N | RAM MUTUAL INSURANCE COMP | V71201 | 59078 | 162728 | 2,966.89 | 0.00 | 2,966.89 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$2,966.89 | | | |
| 1 | 6827 | N | REINHART FOOD SERVICES, LLC | V71201 | 58855 | 738190 | 517.94 | 0.00 | 517.94 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| 1 | 6827 | N | REINHART FOOD SERVICES, LLC | V71201 | 58854 | 741016 | 693.75 | 0.00 | 693.75 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| 1 | 6827 | N | REINHART FOOD SERVICES, LLC | V71201 | 58864 | 740901 | 284.86 | 0.00 | 284.86 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$1,496.55 | | | |
| 1 | 3380 | N | RENEE MALECHA | V71201 | 59020 | 06022017 | 22.95 | 0.00 | 22.95 | 06/14/2017 | 06/14/2017 | 06/14/2017 |
| 1 | 3380 | N | RENEE MALECHA | V71201 | 58853 | 05082017 | 131.12 | 0.00 | 131.12 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$154.07 | | | |
| 1 | 6223 | N | RIDGEVIEW MEDICAL CENTER | V71201 | 59017 | 06062017 | 3,355.49 | 0.00 | 3,355.49 | 06/14/2017 | 06/14/2017 | 06/14/2017 |
| | | | | | | | Check Amount: | | \$3,355.49 | | | |
| 1 | 7292 | N | RIVER BEND BUSINESS PRODUCT | V71201 | 59063 | 154109-0 | 199.00 | 0.00 | 199.00 | 06/19/2017 | 06/19/2017 | 06/19/2017 |
| | | | | | | | Check Amount: | | \$199.00 | | | |
| 1 | 4612 | N | ROCHELLE GRILLA | V71201 | 59019 | 06142017 | 40.06 | 0.00 | 40.06 | 06/14/2017 | 06/14/2017 | 06/14/2017 |
| | | | | | | | Check Amount: | | \$40.06 | | | |
| 1 | 6382 | N | SABRINA SAMMONS | V71201 | 59082 | 04252017 | 54.78 | 0.00 | 54.78 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$54.78 | | | |
| 1 | 5497 | N | SARA BUNGARDEN | V71201 | 58856 | 05242017 | 25.95 | 0.00 | 25.95 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$25.95 | | | |
| 1 | 2066 | N | SCHINDLER ELEVATOR CORP | V71201 | 59109 | 8104553390 | 512.07 | 0.00 | 512.07 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$512.07 | | | |
| 1 | 2067 | N | SCHMITT MUSIC COMPANY | V71201 | 58832 | 1485870 | 27.18 | 0.00 | 27.18 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| 1 | 2067 | N | SCHMITT MUSIC COMPANY | V71201 | 58831 | 1485869 | 22.37 | 0.00 | 22.37 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| 1 | 2067 | N | SCHMITT MUSIC COMPANY | V71201 | 58830 | 1531467 | 22.37 | 0.00 | 22.37 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$71.92 | | | |
| 1 | 2115 | N | SHERWIN WILLIAMS | V71201 | 59106 | 1716-4 | 105.20 | 0.00 | 105.20 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| 1 | 2115 | N | SHERWIN WILLIAMS | V71201 | 59105 | 3580-4 | 526.00 | 0.00 | 526.00 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$631.20 | | | |

Belle Plaine Public Schools Pre Payment Report

| GrpCode | Rcd | W9 | Vendor | Batch | Voucher | Inv No | Gross Amount | Disc Amt | Net Payment | Inv Date | Due Date | Disc Date |
|---------|------|----|------------------------------|--------|---------|---------------|---------------|----------|--------------|------------|------------|------------|
| 1 | 4959 | N | SIBEL DIKMEN | V71201 | 58887 | 04192017 | 76.24 | 0.00 | 76.24 | 06/09/2017 | 06/09/2017 | 06/09/2017 |
| 1 | 4959 | N | SIBEL DIKMEN | V71201 | 58886 | 05182017 | 60.99 | 0.00 | 60.99 | 06/09/2017 | 06/09/2017 | 06/09/2017 |
| | | | | | | | Check Amount: | | \$137.23 | | | |
| 1 | 2137 | N | SOUTH CENTRAL ECSU | V71201 | 59104 | 17303 | 2,394.79 | 0.00 | 2,394.79 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$2,394.79 | | | |
| 1 | 6138 | N | SOUTHWEST METRO EDUCATION, | V71201 | 58890 | 13583 | 165.00 | 0.00 | 165.00 | 06/09/2017 | 06/09/2017 | 06/09/2017 |
| 1 | 6138 | N | SOUTHWEST METRO EDUCATION, | V71201 | 58838 | 13572 | 7,530.10 | 0.00 | 7,530.10 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$7,695.10 | | | |
| 1 | 2153 | N | STASNEY ELECTRIC LLC | V71201 | 58862 | 31619 | 8,134.39 | 0.00 | 8,134.39 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$8,134.39 | | | |
| 1 | 4275 | N | STEPHANIE PRESSLEY | V71201 | 58888 | 06092017 | 339.68 | 0.00 | 339.68 | 06/09/2017 | 06/09/2017 | 06/09/2017 |
| | | | | | | | Check Amount: | | \$339.68 | | | |
| 1 | 2164 | N | STIER TRANSPORTATION SERVICE | V71201 | 59129 | MAY/JUNE 2017 | 114,890.27 | 0.00 | 114,890.27 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| 1 | 2164 | N | STIER TRANSPORTATION SERVICE | V71201 | 59076 | 060717 | 177.78 | 0.00 | 177.78 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$115,068.05 | | | |
| 1 | 4148 | N | TRI-DIM FILTER CORP | V71201 | 59125 | 1884414-1 | 248.81 | 0.00 | 248.81 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$248.81 | | | |
| 1 | 6335 | N | TRUSTED EMPLOYEES | V71201 | 58845 | 0520179775S | 60.00 | 0.00 | 60.00 | 06/07/2017 | 06/07/2017 | 06/07/2017 |
| | | | | | | | Check Amount: | | \$60.00 | | | |
| 1 | 4546 | N | WIGEN COMPANIES, INC. | V71201 | 59108 | 20042 | 270.00 | 0.00 | 270.00 | 06/21/2017 | 06/21/2017 | 06/21/2017 |
| | | | | | | | Check Amount: | | \$270.00 | | | |
| | | | | | | | Report Total: | | \$249,504.12 | | | |

*Does not meet minimum amount

**Exceeds maximum amount

Hand Pays

| Batch | Co | Pmt No | Bank | Check No | Pay Type | Grp | Code | Vendor | Print | Recon | Pay Date | Void | Curr | Amount |
|--------|------|--------|------|----------|----------|-----|------|---|-------|-------|-----------|------|------|------------|
| p711p2 | 0716 | 42335 | SBC | 60453 | CH | 1 | 1123 | BELLE PLAINE ED ASSOC | Y | N | 5/19/2017 | C N | USD | 5,275.59 |
| p711p2 | 0716 | 42336 | SBC | 60454 | CH | 1 | 1134 | BELLE PLAINE SCHOOL | Y | N | 5/19/2017 | C N | USD | 4,175.12 |
| p711p2 | 0716 | 42338 | SBC | 60455 | CH | 1 | 6482 | Belle Plaine Schools Health Ins Acct | Y | N | 5/19/2017 | C N | USD | 31,770.76 |
| p711p2 | 0716 | 42337 | SBC | 60456 | CH | 1 | 1178 | BPESPA | Y | N | 5/19/2017 | C N | USD | 1,125.77 |
| P71202 | 0716 | 42401 | SBC | 60511 | CH | 1 | 4101 | AP EXAMS | Y | N | 5/26/2017 | C N | USD | 3,295.00 |
| P71202 | 0716 | 42403 | SBC | 60512 | CH | 1 | 6553 | BRIAN FRITZ | Y | N | 5/26/2017 | C N | USD | 82.00 |
| P71202 | 0716 | 42400 | SBC | 60513 | CH | 1 | 3809 | CRAIG JOHNSON | Y | N | 5/26/2017 | C N | USD | 155.00 |
| P71202 | 0716 | 42393 | SBC | 60514 | CH | 1 | 1326 | DARYL SANBORN | Y | N | 5/26/2017 | C N | USD | 90.00 |
| P71202 | 0716 | 42398 | SBC | 60515 | CH | 1 | 2771 | DENNIS ROISUM | Y | N | 5/26/2017 | C N | USD | 82.00 |
| P71202 | 0716 | 42394 | SBC | 60516 | CH | 1 | 1748 | MAAE | Y | N | 5/26/2017 | C N | USD | 502.00 |
| P71202 | 0716 | 42402 | SBC | 60517 | CH | 1 | 4145 | MEDICAREBLUE RX | Y | N | 5/26/2017 | C N | USD | 426.00 |
| P71202 | 0716 | 42397 | SBC | 60518 | CH | 1 | 2430 | MRC | Y | N | 5/26/2017 | C N | USD | 240.00 |
| P71202 | 0716 | 42395 | SBC | 60519 | CH | 1 | 2049 | RONALD HAMANN | Y | N | 5/26/2017 | C N | USD | 90.00 |
| P71202 | 0716 | 42404 | SBC | 60520 | CH | 1 | 7294 | RYAN GRAMS | Y | N | 5/26/2017 | C N | USD | 82.00 |
| P71202 | 0716 | 42396 | SBC | 60521 | CH | 1 | 2429 | STEPPING STONE THEATRE | Y | N | 5/26/2017 | C N | USD | 159.60 |
| P71202 | 0716 | 42399 | SBC | 60522 | CH | 1 | 3389 | WILLIAM BARDAL | Y | N | 5/26/2017 | C N | USD | 155.00 |
| P71202 | 0716 | 42422 | SBC | 60523 | CH | 1 | 1199 | BRYCE EGGERT | Y | N | 6/2/2017 | OC N | USD | 90.00 |
| P71202 | 0716 | 42430 | SBC | 60524 | CH | 1 | 7310 | DEBBIE MARESCH | Y | N | 6/2/2017 | OC N | USD | 24.60 |
| P71202 | 0716 | 42425 | SBC | 60525 | CH | 1 | 3192 | GERALD SMITH | Y | N | 6/2/2017 | OC N | USD | 175.00 |
| P71202 | 0716 | 42425 | SBC | 60525 | CH | 1 | 3192 | GERALD SMITH | Y | N | 6/2/2017 | OC N | USD | 175.00 |
| P71202 | 0716 | 42426 | SBC | 60526 | CH | 1 | 3429 | JOSH PAGGEN | Y | N | 6/2/2017 | OC N | USD | 90.00 |
| P71202 | 0716 | 42427 | SBC | 60527 | CH | 1 | 6304 | NICHOLAS LITFIN | Y | N | 6/2/2017 | OC N | USD | 90.00 |
| P71202 | 0716 | 42428 | SBC | 60528 | CH | 1 | 7040 | PRAIRIE RIDGE GOLF COURSE | Y | N | 6/2/2017 | OC N | USD | 50.00 |
| P71202 | 0716 | 42423 | SBC | 60529 | CH | 1 | 2027 | REGION 2A - MSHSL | Y | N | 6/2/2017 | OC N | USD | 786.00 |
| P71202 | 0716 | 42423 | SBC | 60529 | CH | 1 | 2027 | REGION 2A - MSHSL | Y | N | 6/2/2017 | OC N | USD | 310.00 |
| P71202 | 0716 | 42429 | SBC | 60530 | CH | 1 | 7294 | RYAN GRAMS | Y | N | 6/2/2017 | OC N | USD | 73.00 |
| P71202 | 0716 | 42424 | SBC | 60531 | CH | 1 | 2235 | TIM LITFIN | Y | N | 6/2/2017 | OC N | USD | 90.00 |
| P71202 | 0716 | 42439 | SBC | 60532 | CH | 1 | 2027 | REGION 2A - MSHSL | Y | N | 6/2/2017 | OC N | USD | 1,332.00 |
| p712p1 | 0716 | 42450 | SBC | 60533 | CH | 1 | 1123 | BELLE PLAINE ED ASSOC | Y | N | 6/5/2017 | OC N | USD | 5,226.15 |
| p712p1 | 0716 | 42451 | SBC | 60534 | CH | 1 | 1134 | BELLE PLAINE SCHOOL | Y | N | 6/5/2017 | OC N | USD | 4,175.12 |
| p712p1 | 0716 | 42454 | SBC | 60535 | CH | 1 | 6451 | Belle Plaine Schools Dental Ins Account | Y | N | 6/5/2017 | OC N | USD | 12,410.22 |
| p712p1 | 0716 | 42455 | SBC | 60536 | CH | 1 | 6482 | Belle Plaine Schools Health Ins Acct | Y | N | 6/5/2017 | OC N | USD | 117,424.85 |
| p712p1 | 0716 | 42456 | SBC | 60537 | CH | 1 | 7052 | FIDELITY SECURITY LIFE INS EYE MED | Y | N | 6/5/2017 | OC N | USD | 483.78 |
| p712p1 | 0716 | 42453 | SBC | 60538 | CH | 1 | 6122 | NATIONAL INSURANCE SERVICE of WI | Y | N | 6/5/2017 | OC N | USD | 2,899.36 |

Electronic

| Batch | Co | Pmt No | Bank | Check No | Pay Type | Grp | Code | Vendor | Print | Recon | Pay Date | Void | Curr | Amount |
|--------|------|--------|------|----------|----------|-----|------|-------------------------------|-------|-------|-------------|------|------|-----------|
| p711p2 | 0716 | 42329 | SBC | | WX | 1 | 1873 | MN.TEACHERS RETIRE.ASSOC | N | N | 5/19/2017 0 | N | USD | 49,316.98 |
| p711p2 | 0716 | 42330 | SBC | | WX | 1 | 1977 | PERA | N | N | 5/19/2017 0 | N | USD | 12,270.70 |
| p711p2 | 0716 | 42331 | SBC | | WX | 1 | 2330 | FEDERAL | N | N | 5/19/2017 0 | N | USD | 32,252.17 |
| p711p2 | 0716 | 42331 | SBC | | WX | 1 | 2330 | FEDERAL | N | N | 5/19/2017 0 | N | USD | 11,514.42 |
| p711p2 | 0716 | 42331 | SBC | | WX | 1 | 2330 | FEDERAL | N | N | 5/19/2017 0 | N | USD | 49,234.04 |
| p711p2 | 0716 | 42332 | SBC | | WX | 1 | 2331 | STATE OF MINNESOTA | N | N | 5/19/2017 0 | N | USD | 14,150.16 |
| p711p2 | 0716 | 42333 | SBC | | WX | 1 | 2735 | MII LIFE - VEBA/HSA | N | N | 5/19/2017 0 | N | USD | 2,282.97 |
| p711p2 | 0716 | 42334 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 5/19/2017 0 | N | USD | 1,618.52 |
| p711p2 | 0716 | 42334 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 5/19/2017 0 | N | USD | 380.00 |
| p711p2 | 0716 | 42334 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 5/19/2017 0 | N | USD | 3,759.73 |
| p711p2 | 0716 | 42334 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 5/19/2017 0 | N | USD | 108.80 |
| p711p2 | 0716 | 42334 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 5/19/2017 0 | N | USD | 1,806.78 |
| p711p2 | 0716 | 42334 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 5/19/2017 0 | N | USD | 5,376.08 |
| p711p2 | 0716 | 42334 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 5/19/2017 0 | N | USD | 1,318.78 |
| p711p2 | 0716 | 42334 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 5/19/2017 0 | N | USD | 611.48 |
| p711p2 | 0716 | 42421 | SBC | | WX | 1 | 3319 | DEPARTMENT OF EMPLOYMENT AND | N | N | 5/31/2017 0 | N | USD | 344.31 |
| P71202 | 0716 | 42440 | SBC | | WX | 1 | 1262 | CITY OF BELLE PLAINE | N | N | 5/22/2017 0 | N | USD | 3.59 |
| P71202 | 0716 | 42440 | SBC | | WX | 1 | 1262 | CITY OF BELLE PLAINE | N | N | 5/22/2017 0 | N | USD | 31.98 |
| P71202 | 0716 | 42440 | SBC | | WX | 1 | 1262 | CITY OF BELLE PLAINE | N | N | 5/22/2017 0 | N | USD | 180.90 |
| P71202 | 0716 | 42440 | SBC | | WX | 1 | 1262 | CITY OF BELLE PLAINE | N | N | 5/22/2017 0 | N | USD | 349.19 |
| P71202 | 0716 | 42440 | SBC | | WX | 1 | 1262 | CITY OF BELLE PLAINE | N | N | 5/22/2017 0 | N | USD | 950.49 |
| P71202 | 0716 | 42440 | SBC | | WX | 1 | 1262 | CITY OF BELLE PLAINE | N | N | 5/22/2017 0 | N | USD | 1,799.87 |
| P71202 | 0716 | 42441 | SBC | | WX | 1 | 2336 | XCEL ENERGY | N | N | 5/22/2017 0 | N | USD | 989.55 |
| P71202 | 0716 | 42442 | SBC | | WX | 1 | 2800 | MII LIFE - SELECT ACCOUNT | N | N | 5/24/2017 0 | N | USD | 543.00 |
| P71202 | 0716 | 42443 | SBC | | WX | 1 | 1486 | FRONTIER | N | N | 5/25/2017 0 | N | USD | 97.28 |
| P71202 | 0716 | 42443 | SBC | | WX | 1 | 1486 | FRONTIER | N | N | 5/25/2017 0 | N | USD | 97.28 |
| P71202 | 0716 | 42443 | SBC | | WX | 1 | 1486 | FRONTIER | N | N | 5/25/2017 0 | N | USD | 110.52 |
| P71202 | 0716 | 42443 | SBC | | WX | 1 | 1486 | FRONTIER | N | N | 5/25/2017 0 | N | USD | 1,361.70 |
| p712p1 | 0716 | 42444 | SBC | | WX | 1 | 1873 | MN.TEACHERS RETIRE.ASSOC | N | N | 6/5/2017 00 | N | USD | 50,832.96 |
| p712p1 | 0716 | 42445 | SBC | | WX | 1 | 1977 | PERA | N | N | 6/5/2017 00 | N | USD | 13,139.71 |
| p712p1 | 0716 | 42446 | SBC | | WX | 1 | 2330 | FEDERAL | N | N | 6/5/2017 00 | N | USD | 33,908.11 |
| p712p1 | 0716 | 42446 | SBC | | WX | 1 | 2330 | FEDERAL | N | N | 6/5/2017 00 | N | USD | 11,933.46 |
| p712p1 | 0716 | 42446 | SBC | | WX | 1 | 2330 | FEDERAL | N | N | 6/5/2017 00 | N | USD | 51,025.98 |
| p712p1 | 0716 | 42447 | SBC | | WX | 1 | 2331 | STATE OF MINNESOTA | N | N | 6/5/2017 00 | N | USD | 14,820.25 |
| p712p1 | 0716 | 42448 | SBC | | WX | 1 | 2735 | MII LIFE - VEBA/HSA | N | N | 6/5/2017 00 | N | USD | 2,282.97 |
| p712p1 | 0716 | 42449 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 6/5/2017 00 | N | USD | 1,618.52 |
| p712p1 | 0716 | 42449 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 6/5/2017 00 | N | USD | 380.00 |

Electronic

| Batch | Co | Pmt No | Bank | Check No | Pay Type | Grp | Code | Vendor | Print | Recon | Pay Date | Void | Curr | Amount |
|--------|------|--------|------|----------|----------|-----|------|-------------------------------|-------|-------|--------------|------|------|------------|
| p712p1 | 0716 | 42449 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 6/5/2017 00 | N | USD | 3,623.73 |
| p712p1 | 0716 | 42449 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 6/5/2017 00 | N | USD | 108.80 |
| p712p1 | 0716 | 42449 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 6/5/2017 00 | N | USD | 1,806.78 |
| p712p1 | 0716 | 42449 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 6/5/2017 00 | N | USD | 5,326.08 |
| p712p1 | 0716 | 42449 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 6/5/2017 00 | N | USD | 1,314.78 |
| p712p1 | 0716 | 42449 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 6/5/2017 00 | N | USD | 611.40 |
| p712p2 | 0716 | 42542 | SBC | | WX | 1 | 1873 | MN.TEACHERS RETIRE.ASSOC | N | N | 6/20/2017 00 | N | USD | 198,143.77 |
| p712p2 | 0716 | 42543 | SBC | | WX | 1 | 1977 | PERA | N | N | 6/20/2017 00 | N | USD | 13,022.34 |
| p712p2 | 0716 | 42544 | SBC | | WX | 1 | 2330 | FEDERAL | N | N | 6/20/2017 00 | N | USD | 105,072.79 |
| p712p2 | 0716 | 42544 | SBC | | WX | 1 | 2330 | FEDERAL | N | N | 6/20/2017 00 | N | USD | 37,401.40 |
| p712p2 | 0716 | 42544 | SBC | | WX | 1 | 2330 | FEDERAL | N | N | 6/20/2017 00 | N | USD | 159,922.62 |
| p712p2 | 0716 | 42545 | SBC | | WX | 1 | 2331 | STATE OF MINNESOTA | N | N | 6/20/2017 00 | N | USD | 46,078.61 |
| p712p2 | 0716 | 42546 | SBC | | WX | 1 | 2735 | MII LIFE - VEBA/HSA | N | N | 6/20/2017 00 | N | USD | 7,139.69 |
| p712p2 | 0716 | 42547 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 6/20/2017 00 | N | USD | 5,027.12 |
| p712p2 | 0716 | 42547 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 6/20/2017 00 | N | USD | 1,480.00 |
| p712p2 | 0716 | 42547 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 6/20/2017 00 | N | USD | 12,707.03 |
| p712p2 | 0716 | 42547 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 6/20/2017 00 | N | USD | 544.00 |
| p712p2 | 0716 | 42547 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 6/20/2017 00 | N | USD | 6,738.60 |
| p712p2 | 0716 | 42547 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 6/20/2017 00 | N | USD | 20,343.10 |
| p712p2 | 0716 | 42547 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 6/20/2017 00 | N | USD | 4,099.70 |
| p712p2 | 0716 | 42547 | SBC | | WX | 1 | 5579 | EDUCATORS BENEFIT CONSULTANTS | N | N | 6/20/2017 00 | N | USD | 2,381.96 |
| P71202 | 0716 | 42559 | SBC | | WX | 1 | 3414 | CENTERPOINT ENERGY | N | N | 6/5/2017 00 | N | USD | 934.61 |
| P71202 | 0716 | 42559 | SBC | | WX | 1 | 3414 | CENTERPOINT ENERGY | N | N | 6/5/2017 00 | N | USD | 226.33 |
| P71202 | 0716 | 42559 | SBC | | WX | 1 | 3414 | CENTERPOINT ENERGY | N | N | 6/5/2017 00 | N | USD | 182.81 |
| P71202 | 0716 | 42559 | SBC | | WX | 1 | 3414 | CENTERPOINT ENERGY | N | N | 6/5/2017 00 | N | USD | 120.30 |
| P71202 | 0716 | 42560 | SBC | | WX | 1 | 2336 | XCEL ENERGY | N | N | 6/7/2017 00 | N | USD | 8,658.87 |
| P71202 | 0716 | 42560 | SBC | | WX | 1 | 2336 | XCEL ENERGY | N | N | 6/7/2017 00 | N | USD | 7,149.18 |
| P71202 | 0716 | 42560 | SBC | | WX | 1 | 2336 | XCEL ENERGY | N | N | 6/7/2017 00 | N | USD | 5,260.14 |
| P71202 | 0716 | 42561 | SBC | | WX | 1 | 3414 | CENTERPOINT ENERGY | N | N | 6/7/2017 00 | N | USD | 2,068.56 |
| P71202 | 0716 | 42561 | SBC | | WX | 1 | 3414 | CENTERPOINT ENERGY | N | N | 6/7/2017 00 | N | USD | 1,466.25 |
| P71202 | 0716 | 42561 | SBC | | WX | 1 | 3414 | CENTERPOINT ENERGY | N | N | 6/7/2017 00 | N | USD | 1,081.99 |
| P71202 | 0716 | 42562 | SBC | | WX | 1 | 2336 | XCEL ENERGY | N | N | 6/9/2017 00 | N | USD | 412.68 |
| P71202 | 0716 | 42563 | SBC | | WX | 1 | 1262 | CITY OF BELLE PLAINE | N | N | 6/21/2017 00 | N | USD | 180.90 |
| P71202 | 0716 | 42563 | SBC | | WX | 1 | 1262 | CITY OF BELLE PLAINE | N | N | 6/21/2017 00 | N | USD | 2,185.85 |
| P71202 | 0716 | 42563 | SBC | | WX | 1 | 1262 | CITY OF BELLE PLAINE | N | N | 6/21/2017 00 | N | USD | 3.59 |
| P71202 | 0716 | 42563 | SBC | | WX | 1 | 1262 | CITY OF BELLE PLAINE | N | N | 6/21/2017 00 | N | USD | 363.72 |
| P71202 | 0716 | 42563 | SBC | | WX | 1 | 1262 | CITY OF BELLE PLAINE | N | N | 6/21/2017 00 | N | USD | 1,346.91 |

Electronic

| Batch | Co | Pmt No | Bank | Check No | Pay Type | Grp | Code | Vendor | Print | Recon | Pay Date | Void | Curr | Amount |
|--------|------|--------|------|----------|----------|-----|------|----------------------|-------|-------|-------------|------|------|--------|
| P71202 | 0716 | 42563 | SBC | | WX | 1 | 1262 | CITY OF BELLE PLAINE | N | N | 6/21/2017 0 | N | USD | 43.00 |
| P71202 | 0716 | 42564 | SBC | | WX | 1 | 2336 | XCEL ENERGY | N | N | 6/21/2017 0 | N | USD | 904.49 |

| | |
|-------------------|------------|
| | 39,988.03 |
| May PCARD | 39,988.03 |
| Payroll 5/20/2017 | 272,789.49 |
| Payroll 6/05/2017 | 283,446.42 |
| Payroll 6/20/2017 | 889,387.59 |
| Includes Payoffs | 889,387.59 |

| | |
|--|------------------------|
| | Total |
| | \$ 2,523,899.24 |

May 2017 Pcard

| Card Holder | Transaction Date | Processing Date | Statement Date | Account Number | Merchant Name | Transaction Amount | Notes |
|--------------------------|------------------|-----------------|----------------|----------------|---------------------------------|--------------------|-------|
| Belle Plaine High School | 5/26/2017 | 5/26/2017 | 5/27/2017 | | Purchase Social Studies Sch Srv | 118.38 | |
| Kris Davis | 5/26/2017 | 5/25/2017 | 5/27/2017 | | Purchase Trophies By Edco Inc | 114.53 | |
| Belle Plaine High School | 5/26/2017 | 5/25/2017 | 5/27/2017 | | Purchase Usps Po 2607300172 | 33.72 | |
| Belle Plaine Comm Ed | 5/26/2017 | 5/24/2017 | 5/27/2017 | | Purchase Fun Express | 43.54 | |
| Belle Plaine Comm Ed | 5/26/2017 | 5/27/2017 | 5/27/2017 | | Purchase Amazon.Com | 36.84 | |
| Belle Plaine Comm Ed | 5/26/2017 | 5/25/2017 | 5/27/2017 | | Purchase Amazon.Com | 69.90 | |
| Chuck Keller | 5/26/2017 | 5/24/2017 | 5/27/2017 | | Purchase Masbo 00 Of 00 | 110.00 | |
| Belle Plaine High School | 5/26/2017 | 5/25/2017 | 5/27/2017 | | Purchase Coborn S Superstore | 16.15 | |
| Kris Davis | 5/26/2017 | 5/25/2017 | 5/27/2017 | | Purchase Amazon.Com Amzn.Com | 26.30 | |
| Kris Davis | 5/26/2017 | 5/26/2017 | 5/27/2017 | | Purchase Vzwrlls*apocc Visb | 663.18 | |
| Belle Plaine High School | 5/25/2017 | 5/24/2017 | 5/27/2017 | | Purchase Linx Edu Publishing | 322.85 | |
| Belle Plaine High School | 5/25/2017 | 5/24/2017 | 5/27/2017 | | Purchase Crestline Specialties | 829.65 | |
| Belle P Activities | 5/25/2017 | 5/24/2017 | 5/27/2017 | | Purchase Domino S 7300 | 62.61 | |
| Belle Plaine High School | 5/25/2017 | 5/24/2017 | 5/27/2017 | | Purchase Paypal *newbirdman | 58.72 | |
| Belle Plaine Comm Ed | 5/25/2017 | 5/24/2017 | 5/27/2017 | | Purchase Innovative Office Solu | 115.28 | |
| Chatfield Elementary | 5/24/2017 | 5/23/2017 | 5/27/2017 | | Purchase Teacherspayteachers.Co | 33.49 | |
| Belle Plaine Comm Ed | 5/24/2017 | 5/23/2017 | 5/27/2017 | | Purchase Discount School Supply | 109.46 | |
| Belle Plaine High School | 5/24/2017 | 5/23/2017 | 5/27/2017 | | Purchase Usps Po 2607300172 | 7.80 | |
| Belle Plaine High School | 5/24/2017 | 5/23/2017 | 5/27/2017 | | Purchase Wal-Mart #1738 | 15.48 | |
| Kris Davis | 5/24/2017 | 5/23/2017 | 5/27/2017 | | Purchase Innovative Office Solu | 40.01 | |
| Belle Plaine High School | 5/24/2017 | 5/23/2017 | 5/27/2017 | | Purchase National Recognition | 21.36 | |
| Kris Davis | 5/24/2017 | 5/23/2017 | 5/27/2017 | | Purchase Usps Po 2607300172 | 6.59 | |
| Chatfield Elementary | 5/23/2017 | 5/22/2017 | 5/27/2017 | | Purchase Genesis Town & Country | 32.96 | |
| Belle P Activities | 5/23/2017 | 5/22/2017 | 5/27/2017 | | Purchase Usa High School Clay T | 810.00 | |
| Kris Davis | 5/23/2017 | 5/22/2017 | 5/27/2017 | | Purchase Genesis - Belle Plaine | 357.15 | |
| Belle Plaine High School | 5/23/2017 | 5/19/2017 | 5/27/2017 | | Purchase Groth Music | 397.93 | |
| Belle P Activities | 5/19/2017 | 5/19/2017 | 5/27/2017 | | Purchase 4imprint | 1,104.45 | |
| Belle Plaine High School | 5/19/2017 | 5/18/2017 | 5/27/2017 | | Purchase Amazon.Com | 39.99 | |
| Chatfield Elementary | 5/19/2017 | 5/18/2017 | 5/27/2017 | | Credit Voucher Amazon Mktplace | (2.48) | |
| Belle Plaine Sd | 5/19/2017 | 5/19/2017 | 5/27/2017 | | Purchase Usps Po 2607300172 | 9.85 | |
| Chatfield Elementary | 5/18/2017 | 5/18/2017 | 5/27/2017 | | Purchase Amazon Mktplace Pmts | 264.18 | |
| Belle Plaine High School | 5/18/2017 | 5/17/2017 | 5/27/2017 | | Purchase Social Studies Sch Srv | 127.67 | |
| Belle P Activities | 5/18/2017 | 5/17/2017 | 5/27/2017 | | Purchase Usps Po 2607300172 | 289.23 | |
| Chatfield Elementary | 5/18/2017 | 5/16/2017 | 5/27/2017 | | Purchase Fun Express | 47.85 | |
| Chatfield Elementary | 5/18/2017 | 5/17/2017 | 5/27/2017 | | Purchase Paypal *popuppartyr | 257.49 | |
| Belle Plaine High School | 5/18/2017 | 5/17/2017 | 5/27/2017 | | Purchase Social Studies Sch Srv | 62.65 | |
| Chatfield Elementary | 5/17/2017 | 5/16/2017 | 5/27/2017 | | Purchase Teacher Created Resour | 44.92 | |
| Chatfield Elementary | 5/17/2017 | 5/16/2017 | 5/27/2017 | | Purchase Scholastic Education | 1,169.57 | |
| Chatfield Elementary | 5/17/2017 | 5/17/2017 | 5/27/2017 | | Purchase Amazon Mktplace Pmts | 133.93 | |
| Belle Plaine High School | 5/17/2017 | 5/15/2017 | 5/27/2017 | | Purchase Southeast Service Coop | 225.00 | |
| Belle P Activities | 5/17/2017 | 5/14/2017 | 5/27/2017 | | Credit Voucher Samsclub #6311 | (75.01) | |
| Belle Plaine High School | 5/17/2017 | 5/16/2017 | 5/27/2017 | | Purchase Coborn S Superstore | 5.30 | |
| Belle Plaine High School | 5/17/2017 | 5/16/2017 | 5/27/2017 | | Purchase National Recognition | 64.21 | |

May 2017 Pcard

| Card Holder | Transaction Date | Processing Date | Statement Date | Account Number | Merchant Name | Transaction Amount | Notes |
|--------------------------|------------------|-----------------|----------------|----------------|-----------------------------------|--------------------|-------|
| Chatfield Elementary | 5/17/2017 | 5/16/2017 | 5/27/2017 | | Purchase Gopher Sport | 615.42 | |
| Belle Plaine Sd | 5/16/2017 | 5/15/2017 | 5/27/2017 | | Purchase Usps Po 2607300172 | 3.84 | |
| Chatfield Elementary | 5/16/2017 | 5/15/2017 | 5/27/2017 | | Purchase Schoolgirl Style, Llc | 42.99 | |
| Belle Plaine Comm Ed | 5/16/2017 | 5/16/2017 | 5/27/2017 | | Dispute Credit Adjustment | (14.84) | |
| Belle P Activities | 5/16/2017 | 5/5/2017 | 5/27/2017 | | Credit Voucher Twins Ballpark Llc | (406.00) | |
| Chatfield Elementary | 5/16/2017 | 5/15/2017 | 5/27/2017 | | Purchase Ssi*school Specialty | 94.85 | |
| Belle Plaine High School | 5/16/2017 | 5/15/2017 | 5/27/2017 | | Purchase Twins Ballpark Llc | 1,550.00 | |
| Belle Plaine High School | 5/16/2017 | 5/15/2017 | 5/27/2017 | | Purchase National Recognition | 23.37 | |
| Belle Plaine High School | 5/16/2017 | 5/15/2017 | 5/27/2017 | | Purchase Coborn S Superstore | 17.92 | |
| Belle Plaine High School | 5/15/2017 | 5/15/2017 | 5/27/2017 | | Debit Adjustment | 29.95 | |
| Belle Plaine High School | 5/15/2017 | 5/15/2017 | 5/27/2017 | | Dispute Credit Adjustment | (12.00) | |
| Belle Plaine High School | 5/15/2017 | 5/15/2017 | 5/27/2017 | | Debit Adjustment | 9.95 | |
| Belle Plaine Comm Ed | 5/15/2017 | 5/12/2017 | 5/27/2017 | | Purchase The Graphic Edge Inc | 489.66 | |
| Belle Plaine High School | 5/15/2017 | 5/13/2017 | 5/27/2017 | | Purchase Redstone American Gril | 119.91 | |
| Belle Plaine High School | 5/15/2017 | 5/15/2017 | 5/27/2017 | | Dispute Credit Adjustment | (29.95) | |
| Belle Plaine High School | 5/15/2017 | 5/15/2017 | 5/27/2017 | | Dispute Credit Adjustment | (9.95) | |
| Chatfield Elementary | 5/15/2017 | 5/12/2017 | 5/27/2017 | | Purchase Lakeshore Learning Mat | 24.99 | |
| Belle Plaine High School | 5/15/2017 | 5/12/2017 | 5/27/2017 | | Purchase Group Sales Front Gate | 3,192.00 | |
| Belle P Activities | 5/12/2017 | 5/12/2017 | 5/27/2017 | | Purchase Coborn S Superstore | 24.75 | |
| Chatfield Elementary | 5/12/2017 | 5/12/2017 | 5/27/2017 | | Purchase Usps Po 2607300172 | 34.00 | |
| Chatfield Elementary | 5/12/2017 | 5/11/2017 | 5/27/2017 | | Purchase Teacherspayteachers.Co | 32.80 | |
| Oak Crest Elementary | 5/12/2017 | 5/11/2017 | 5/27/2017 | | Purchase Musicnotes.Com | 16.50 | |
| Belle Plaine Sd | 5/12/2017 | 5/11/2017 | 5/27/2017 | | Purchase Coborn S Superstore | 34.74 | |
| Chatfield Elementary | 5/12/2017 | 5/11/2017 | 5/27/2017 | | Purchase Demco Inc | 94.63 | |
| Belle P Activities | 5/12/2017 | 5/11/2017 | 5/27/2017 | | Purchase Natl Ms Society Mnm | 200.00 | |
| Belle P Activities | 5/12/2017 | 5/12/2017 | 5/27/2017 | | Purchase Coborn S Superstore | 20.88 | |
| Belle Plaine High School | 5/12/2017 | 5/11/2017 | 5/27/2017 | | Purchase Main Street Donuts And | 10.24 | |
| Belle Plaine Comm Ed | 5/12/2017 | 5/11/2017 | 5/27/2017 | | Purchase Coborn S Superstore | 44.81 | |
| Belle Plaine High School | 5/12/2017 | 5/11/2017 | 5/27/2017 | | Purchase Matheson - C16 | 105.00 | |
| Belle Plaine High School | 5/12/2017 | 5/12/2017 | 5/27/2017 | | Purchase Usps Po 2607300172 | 156.64 | |
| Oak Crest Elementary | 5/11/2017 | 5/10/2017 | 5/27/2017 | | Purchase Cub Foods #1640 | 10.00 | |
| Belle P Activities | 5/11/2017 | 5/10/2017 | 5/27/2017 | | Purchase Domino S 7300 | 42.00 | |
| Belle Plaine High School | 5/11/2017 | 5/10/2017 | 5/27/2017 | | Purchase Domino S 7300 | 14.49 | |
| Oak Crest Elementary | 5/11/2017 | 5/10/2017 | 5/27/2017 | | Purchase Cub Foods #31354 | 13.69 | |
| Kris Davis | 5/11/2017 | 5/9/2017 | 5/27/2017 | | Purchase Metro Sales Inc. | 3,126.94 | |
| Belle Plaine High School | 5/11/2017 | 5/10/2017 | 5/27/2017 | | Purchase Mann Lake Ltd | 178.81 | |
| Belle Plaine High School | 5/10/2017 | 5/9/2017 | 5/27/2017 | | Purchase Dairy Queen 13511 | 9.86 | |
| Chatfield Elementary | 5/10/2017 | 5/5/2017 | 5/27/2017 | | Purchase Gopher Sport | 136.77 | |
| Belle P Activities | 5/10/2017 | 5/9/2017 | 5/27/2017 | | Purchase Sams Club #6510 | 92.44 | |
| Belle Plaine Comm Ed | 5/10/2017 | 5/9/2017 | 5/27/2017 | | Purchase Sq *sq *north American | 180.00 | |
| Chatfield Elementary | 5/10/2017 | 5/9/2017 | 5/27/2017 | | Purchase Coborn S Superstore | 2.99 | |
| Oak Crest Elementary | 5/10/2017 | 5/9/2017 | 5/27/2017 | | Purchase Cub Foods #1631 | 10.00 | |
| Oak Crest Elementary | 5/10/2017 | 5/9/2017 | 5/27/2017 | | Purchase Groth Music | 605.88 | |

May 2017 Pcard

| Card Holder | Transaction Date | Processing Date | Statement Date | Account Number | Merchant Name | Transaction Amount | Notes |
|--------------------------|------------------|-----------------|----------------|----------------|---------------------------------|--------------------|-------|
| Oak Crest Elementary | 5/10/2017 | 5/9/2017 | 5/27/2017 | | Purchase Coborn S Superstore | 120.00 | |
| Oak Crest Elementary | 5/10/2017 | 5/9/2017 | 5/27/2017 | | Purchase Target 00018333 | 63.72 | |
| Oak Crest Elementary | 5/10/2017 | 5/9/2017 | 5/27/2017 | | Purchase Cub Foods #1631 | 10.00 | |
| Oak Crest Elementary | 5/10/2017 | 5/9/2017 | 5/27/2017 | | Purchase Cub Foods #1631 | 10.00 | |
| Belle Plaine High School | 5/9/2017 | 5/7/2017 | 5/27/2017 | | Purchase Menards Burnsville Mn | 254.32 | |
| Belle Plaine High School | 5/9/2017 | 5/8/2017 | 5/27/2017 | | Purchase Genesis Town & Country | 62.80 | |
| Belle P Activities | 5/8/2017 | 5/6/2017 | 5/27/2017 | | Purchase Samsclub.Com | 39.80 | |
| Chatfield Elementary | 5/8/2017 | 5/5/2017 | 5/27/2017 | | Purchase Fun Express | 66.86 | |
| Belle Plaine High School | 5/8/2017 | 5/6/2017 | 5/27/2017 | | Purchase Sp * Applied Icon, Llc | 501.27 | |
| Belle Plaine High School | 5/5/2017 | 5/4/2017 | 5/27/2017 | | Purchase Amazon.Com | 24.34 | |
| Oak Crest Elementary | 5/5/2017 | 5/5/2017 | 5/27/2017 | | Purchase Kelvin Electronics | 65.64 | |
| Kris Davis | 5/5/2017 | 5/5/2017 | 5/27/2017 | | Purchase Waste Mgmt Wm Ezpay | 632.66 | |
| Belle P Activities | 5/5/2017 | 5/4/2017 | 5/27/2017 | | Purchase Usps Po 2607300172 | 196.00 | |
| Kris Davis | 5/5/2017 | 5/5/2017 | 5/27/2017 | | Purchase Waste Mgmt Wm Ezpay | 265.50 | |
| Belle Plaine High School | 5/5/2017 | 5/4/2017 | 5/27/2017 | | Purchase Amazon.Com | 24.34 | |
| Kris Davis | 5/5/2017 | 5/5/2017 | 5/27/2017 | | Purchase Waste Mgmt Wm Ezpay | 736.44 | |
| Belle Plaine Comm Ed | 5/5/2017 | 5/3/2017 | 5/27/2017 | | Purchase Biffs Inc - Online | 266.43 | |
| Belle Plaine High School | 5/5/2017 | 5/4/2017 | 5/27/2017 | | Purchase Office Depot #1090 | 203.91 | |
| Kris Davis | 5/5/2017 | 5/5/2017 | 5/27/2017 | | Purchase Waste Mgmt Wm Ezpay | 532.41 | |
| Belle P Activities | 5/4/2017 | 5/3/2017 | 5/27/2017 | | Purchase Broadwayacrossamerica | 110.00 | |
| Oak Crest Elementary | 5/4/2017 | 5/3/2017 | 5/27/2017 | | Purchase Main Street Donuts And | 37.01 | |
| Kris Davis | 5/4/2017 | 5/2/2017 | 5/27/2017 | | Purchase Metro Sales Inc. | 627.18 | |
| Chatfield Elementary | 5/4/2017 | 5/3/2017 | 5/27/2017 | | Purchase Evolution Shirts | 1,599.01 | |
| Kris Davis | 5/4/2017 | 5/2/2017 | 5/27/2017 | | Purchase Metro Sales Inc. | 550.17 | |
| Belle Plaine Sd | 5/4/2017 | 5/3/2017 | 5/27/2017 | | Purchase Coborn S Superstore | 38.40 | |
| Belle P Activities | 5/4/2017 | 5/2/2017 | 5/27/2017 | | Purchase Biffs Inc - Online | 266.46 | |
| Belle P Activities | 5/4/2017 | 5/4/2017 | 5/27/2017 | | Purchase Mall Of America | 7,710.00 | |
| Oak Crest Elementary | 5/4/2017 | 5/3/2017 | 5/27/2017 | | Purchase Brown Industries Inc | 30.53 | |
| Belle Plaine High School | 5/4/2017 | 5/3/2017 | 5/27/2017 | | Purchase Genesis Town & Country | 56.89 | |
| Belle Plaine Comm Ed | 5/3/2017 | 5/2/2017 | 5/27/2017 | | Purchase Innovative Office Solu | 25.77 | |
| Belle Plaine Comm Ed | 5/3/2017 | 5/2/2017 | 5/27/2017 | | Purchase Genesis - Belle Plaine | 193.01 | |
| Belle P Activities | 5/2/2017 | 5/1/2017 | 5/27/2017 | | Purchase Radisson Blu Moa | 4,022.95 | |
| Oak Crest Elementary | 5/2/2017 | 5/1/2017 | 5/27/2017 | | Purchase Samsclub #6311 | 163.70 | |
| Belle P Activities | 5/2/2017 | 4/30/2017 | 5/27/2017 | | Purchase Country Inn&suites Roc | 480.00 | |
| Oak Crest Elementary | 5/1/2017 | 4/30/2017 | 5/27/2017 | | Purchase Target 00018333 | 599.94 | |
| Chatfield Elementary | 5/1/2017 | 5/1/2017 | 5/27/2017 | | Purchase Ilp*insect Lore | 94.80 | |
| Chatfield Elementary | 4/28/2017 | 4/28/2017 | 5/27/2017 | | Purchase Joissu Products | 92.14 | |
| Belle Plaine Comm Ed | 4/28/2017 | 4/29/2017 | 5/27/2017 | | Purchase Amazon Mktplace Pmts | 49.98 | |

| | |
|--------------|------------------|
| Total | 39,988.03 |
|--------------|------------------|

Card Compromised- Disputed Charge-Received Credit

May 2017 Student Activities

| Co | Pmt No | Bank | Check No | Pay Type | Grp | Code | Vendor | Payment Description | Pay Date | Void | Curr | Amount |
|------|--------|------|----------|----------|-----|------|------------------------------|--------------------------------|-------------|------|------|----------|
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | CLASS 2018 - AMAZON | 5/4/2017 00 | N | USD | 5.99 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | CLASS 2017 - MN TWINS | 5/4/2017 00 | N | USD | 1,692.00 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | BAND - BRUEGGERS | 5/4/2017 00 | N | USD | 39.34 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | BAND - ST CLOUD ST U - PARKING | 5/4/2017 00 | N | USD | 18.00 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | TRACK - PIZZA PLUS | 5/4/2017 00 | N | USD | 51.50 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | CLASS 2018 - RADISSON BLU | 5/4/2017 00 | N | USD | 1,500.00 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | BAND - AMERICAN SOLUTIONS | 5/4/2017 00 | N | USD | 325.00 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | CLASS 2018 - SIGN11 | 5/4/2017 00 | N | USD | 107.88 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | TRACK - PIZZA PLUS | 5/4/2017 00 | N | USD | 46.98 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | DRAMA - CUSTOMINK | 5/4/2017 00 | N | USD | 629.19 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | BAND - COBORNS | 5/4/2017 00 | N | USD | 5.99 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | TRACK - MF ATHLETIC | 5/4/2017 00 | N | USD | 3,000.00 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | TRACK - MF ATHLETIC | 5/4/2017 00 | N | USD | 2,000.00 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | SH CLUB - SAMS CLUB | 5/4/2017 00 | N | USD | 120.97 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | TRACK - MF ATHLETIC | 5/4/2017 00 | N | USD | 1,905.00 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | SH CLUB - DOMINOS | 5/4/2017 00 | N | USD | 237.00 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | SH CLUB - COBORBS | 5/4/2017 00 | N | USD | 8.99 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | DRAMA - SUBWAY | 5/4/2017 00 | N | USD | 136.00 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | SOFTBALL - RUSH ORDER TEES | 5/4/2017 00 | N | USD | 450.00 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | FFA - JW PEPPER - SHEET MUSIC | 5/4/2017 00 | N | USD | 12.44 |
| 0716 | 42220 | HSAC | 7983 | CH | 3 | 4721 | BELLE PLAINE SCHOOL DISTRICT | FFA - 2017 WOMENS AG CONF | 5/4/2017 00 | N | USD | 115.00 |
| 0716 | 42222 | HSAC | 7984 | CH | 3 | 4892 | BRAD PEDERSON | ICE CREAM TREATS | 5/4/2017 00 | N | USD | 13.98 |
| 0716 | 42221 | HSAC | 7985 | CH | 3 | 4748 | BRUCE MATHIOWETZ | Grapefruit for Spring Sales | 5/4/2017 00 | N | USD | 16.46 |
| 0716 | 42221 | HSAC | 7985 | CH | 3 | 4748 | BRUCE MATHIOWETZ | Pop & Pizza for Meeting | 5/4/2017 00 | N | USD | 10.00 |
| 0716 | 42221 | HSAC | 7985 | CH | 3 | 4748 | BRUCE MATHIOWETZ | Pop for Meeting | 5/4/2017 00 | N | USD | 21.16 |
| 0716 | 42221 | HSAC | 7985 | CH | 3 | 4748 | BRUCE MATHIOWETZ | STATE CONVENTION EXP REIMBURSE | 5/4/2017 00 | N | USD | 1,550.70 |
| 0716 | 42224 | HSAC | 7986 | CH | 3 | 5228 | GRAPHIC EDGE | JH UNIFORMS - TSHIRTS | 5/4/2017 00 | N | USD | 555.93 |
| 0716 | 42226 | HSAC | 7987 | CH | 3 | 6875 | JOHN WARREN | PROM DJ W/GRATUITY | 5/4/2017 00 | N | USD | 350.00 |
| 0716 | 42225 | HSAC | 7988 | CH | 3 | 5229 | JOSH OTTO | COACHING MEMBERSHIP | 5/4/2017 00 | N | USD | 58.50 |
| 0716 | 42223 | HSAC | 7989 | CH | 3 | 5208 | MVP FUNDRAISING | GOLD CARDS | 5/4/2017 00 | N | USD | 4,410.00 |
| 0716 | 42303 | HSAC | 7990 | CH | 3 | 7298 | CHAD BERG | POPS ARRANGEMENT | 5/11/2017 0 | N | USD | 150.00 |
| 0716 | 42298 | HSAC | 7991 | CH | 3 | 4811 | EMMA KRUMBEE'S FLORAL | Parents Night - Softball | 5/11/2017 0 | N | USD | 43.75 |
| 0716 | 42304 | HSAC | 7992 | CH | 3 | 7299 | FAN CLOTH | GOLF CL SALE | 5/11/2017 0 | N | USD | 2,359.00 |
| 0716 | 42301 | HSAC | 7993 | CH | 3 | 5230 | GLACIAL RIDGE | FFA Plant Sales | 5/11/2017 0 | N | USD | 2,441.14 |
| 0716 | 42299 | HSAC | 7994 | CH | 3 | 4882 | MN FFA ASSOCIATION | WLC Registration | 5/11/2017 0 | N | USD | 850.00 |
| 0716 | 42300 | HSAC | 7995 | CH | 3 | 5020 | NATIONAL FFA | Banquet Supplies | 5/11/2017 0 | N | USD | 1,129.00 |
| 0716 | 42300 | HSAC | 7995 | CH | 3 | 5020 | NATIONAL FFA | Carhartt Jackets | 5/11/2017 0 | N | USD | 158.00 |
| 0716 | 42300 | HSAC | 7995 | CH | 3 | 5020 | NATIONAL FFA | Personalization Fee | 5/11/2017 0 | N | USD | 7.50 |
| 0716 | 42302 | HSAC | 7996 | CH | 3 | 6260 | UNIVERSITY OF MN - REGENTS | State Convention Registrations | 5/11/2017 0 | N | USD | 494.00 |

May 2017 Student Activities

| Co | Pmt No | Bank | Check No | Pay Type | Grp | Code | Vendor | Payment Description | Pay Date | Void | Curr | Amount |
|------|--------|------|----------|----------|-----|------|------------------------|---------------------------------|-------------|------|--------------|------------------|
| 0716 | 42415 | HSAC | 7997 | CH | 3 | 4892 | BRAD PEDERSON | Ice Cream Treats JH Track | 5/26/2017 0 | N | USD | 22.56 |
| 0716 | 42416 | HSAC | 7998 | CH | 3 | 6006 | BSN SPORTS INC | Golf Rain Suit | 5/26/2017 0 | N | USD | 114.35 |
| 0716 | 42420 | HSAC | 7999 | CH | 3 | 7307 | DH ATHLETICS LLC | NET | 5/26/2017 0 | N | USD | 90.00 |
| 0716 | 42414 | HSAC | 8000 | CH | 3 | 4811 | EMMA KRUMBEEES FLORAL | Baseball Parents Night | 5/26/2017 0 | N | USD | 25.00 |
| 0716 | 42418 | HSAC | 8001 | CH | 3 | 7299 | FAN CLOTH | Golf C order | 5/26/2017 0 | N | USD | 97.00 |
| 0716 | 42417 | HSAC | 8002 | CH | 3 | 6758 | JONNY B'S BACKYARD BBQ | Senior Picnic | 5/26/2017 0 | N | USD | 400.00 |
| 0716 | 42419 | HSAC | 8003 | CH | 3 | 7305 | MELISSA HAGEN | REIMBURSEMENT FOR PROM SUPPLIES | 5/26/2017 0 | N | USD | 81.59 |
| 0716 | 42413 | HSAC | 8004 | CH | 3 | 4810 | TAHER FOODS | SH CLUB - ACT BREAKFAST | 5/26/2017 0 | N | USD | 153.00 |
| | | | | | | | | | | | Total | 28,009.89 |

John Bergs
Activities Director
Margot Hansen
Curriculum & Assessment Director
Jeff Heine
Buildings & Grounds Director



Chuck Keller
Business Manager
Mary Mesler
Student Support Services Director
Mindy Chevalier
Community Ed Director

DATE OF BOARD MEETING: June 26, 2017

SUBJECT: Gifts and Donations

RECOMMENDATION: Approve

Therefore, the Director of Finance and Operations recommends the following resolution:

WHEREAS, School Board Policy #706 establishes guidelines for the acceptance of gifts/donations to the District; and

WHEREAS, Minnesota Statute 465.03 states the School Board may accept a gift, grant, or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members; and

BE IT RESOLVED that the School Board of Independent School District No. 716 accept with appreciation the following gifts/donation and permit their use as designated by the donor(s).

DETAIL OF GIFTS/DONATIONS:

| Date | Donor | Item and Nature of Donation/Gift | Amount |
|------------|----------------------------|--|--------|
| 04.05.2017 | Mary Nesgoda | Food Service – Assist underfunded students | 50.00 |
| 05.12.2017 | Belle Plaine PTO | Chatfield Elementary – Kindergarten – Planting Supplies, Beach Balls | 258.00 |
| 05.25.2017 | State Bank of Belle Plaine | Community Education – T-Shirts | 250.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Belle Plaine Public Schools
2017-18 School Meal Prices**

| | Elementary Breakfast | JH/SH Breakfast | K-6 Lunch | JH Lunch | SH Lunch | Adult Breakfast | Adult Lunch | Extra Milk |
|-----------------|---------------------------------|----------------------------|----------------------|---------------------|---------------------|----------------------------|------------------------|-----------------------|
| Current | 1.30 | 1.30 | 2.45 | 2.60 | 2.60 | 1.90 | 3.95 | 0.45 |
| Proposed | 1.40 | 1.40 | 2.50 | 2.70 | 2.70 | 2.00 | 4.00 | 0.45 |
| Increase | 0.10 | 0.10 | 0.05 | 0.10 | 0.10 | 0.10 | 0.05 | - |

**SCHOOL FOOD
SERVICE AGREEMENT
2017/18**

THIS AGREEMENT is made this 1st day of July, 2017 by and between **TAHER, INC.**, a Minnesota corporation, with its principal place of business at 5570 Smetana Drive, Minnetonka, MN 55343 (“FSMC”) and **BELLE PLAINE PUBLIC SCHOOLS #716**, 130 South Willow Street, Belle Plaine, MN 56011 (“SFA”).

THE PARTIES AGREE AS FOLLOWS:

1. **Effective Date; Term.** This Agreement shall be effective as of August 1, 2017, and shall continue for a term of one year ending June 30, 2018.
2. **Personnel Matters.**
 - A. Approval by SFA; Compliance. FSMC shall employ all management employees reasonably necessary for efficiently managing the Food Service. Existing non-management employees will continue to be employed by the SFA, with all new employees being hired by the FSMC. Non-food service personnel such as custodians, noon-duty aides, and office personnel shall be the responsibility of SFA. Food Service personnel shall be subject to regulations and health examinations as SFA may require and as established by applicable governmental requirements. The person to be employed as FSMC’s resident manager shall be subject to SFA’s approval, which approval shall not be unreasonably delayed or withheld. FSMC shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor Regulations (29 CFR Part 5) pursuant to 7CFR, Section 3016.36(i)(6).
 - B. Non-discrimination; Equal Opportunity Employment. The FSMC agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93 112, as amended; the American's With Disabilities Act of 1990, Public Law 101-336 Executive Order 11246 (Equal Employment Opportunity); as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations (41 CFR, Part 60) pursuant to 7CFR, Section 3016.36(i)(3); and the Minnesota Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this agreement or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or martial status. This provision shall include, but shall not be limited to, the following employment, promotion, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The FSMC agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any

program or activity of the FSMC. The FSMC further agrees to insert similar provisions in all contracts for services allowed under this agreement under any program or activity. All solicitations or advertisements for employees placed by FSMC shall include the phrase "Equal Opportunity Employer" or a similar phrase. FSMC shall comply with all applicable provisions of the federal Equal Opportunity Federal Contract Compliance Program.

C. FSMC shall conform with all civil rights requirements applicable to the SFA.

3. **FSMC's Compensation; SFA's Target Net Return.**

A. General Compensation Structure. The gross receipts from FSMC's operation of the Food Service shall be retained by SFA, including all cash, credits, reimbursements and commodity payments. Foods received by the SFA will be turned over to the FSMC for use only in SFA's school lunch program. The FSMC shall provide a report that identifies contents of each deposit by the type of sale to SFA at the close of each month. The SFA shall maintain control of the school lunch account, has overall financial responsibility for the food service and shall pay the FSMC from the gross receipts deposited in the SFA's food service bank account a "Management Fee" and reimburse FSMC for FSMC's "Costs of Business" as those terms are defined below.

B. Definitions. The following definitions shall be used in this Agreement:

1) 1) Billing Rates: FSMC shall provide the Food services on a basis whereby FSMC shall be reimbursed for the maximum meal cost of \$2.84 for each basic reimbursable lunch, \$1.45 for each reimbursable breakfast served on the "Premises". Ala carte equivalents shall be reimbursed at \$3.17 and the special milk program at \$.35.

2) Meal Equivalent. The term "Meal Equivalent" shall mean the total of the sales for a la carte items, milk, and miscellaneous items in the operation of the food service divided by the equivalent rate of \$3.45 per meal.

3) Costs of Business. The term "Costs of Business" shall mean the sum of all costs, charges, and expenses incurred by FSMC in connection with its operation of the Food Service including, but not limited to the following items:

a) FSMC's direct cost of labor for the supervision of the Food Service, including wages and overtime, salaries, bonuses, retirement plans, vacation, sick pay and severance pay; group benefits such as health insurance and pension; worker's compensation and unemployment compensation insurance; payroll taxes, employee meals, travel expenses and other directly related labor costs;

b) SFA's costs of all non-management hourly Food Service Employees employed by the SFA shall be paid by the SFA directly to the said employees per SFA's ongoing Board of Education approval practices and negotiated agreements.

The total payroll costs for the food service shall be charged to the food service program;

c) FSMC's cost of food and beverages purchased by it for the operation of the Food Service, excluding donated foods but including applicable taxes and delivery charges, less all applicable discounts and rebates that will be subtracted on the original invoice;

d) SFA's cost of merchandise, materials, expendables and supplies purchased by it for the operation of the Food Service;

e) FSMC's costs of all other operating expenses incurred by it with respect to its operation of the Food Service including, but not limited to: costs of licenses, permits, maintenance and rental expenses, rent, security costs and cash losses or disappearances incurred by FSMC on SFA's Premises not involving FSMC's employees or agents, information systems, software, armored car services, promotions or proprietary materials, decorations, necessary overnight delivery, general liability insurance based on the average manual rates for such insurance in the geographic area of SFA's Premises, other insurance maintained pursuant to the Agreement, out-of-pocket travel and related expenses for training of employees assigned to the Food Service operation, including the costs of an on-site trainer temporarily assigned to SFA's Premises, sales and use taxes; and any other services related to the operation of the Food Service;

f) Any tax, plus any interest and penalties, which any government determines is payable by FSMC in the operation of the Food Service;

C. Assumptions. Financial terms of this Agreement are based upon the following assumptions (the "Assumptions"), based on information supplied by SFA:

1) That all relevant federal, state and local statutes, rules and regulations relating to school lunch and breakfast programs in effect as of the date hereof shall remain consistent throughout the term of this Agreement;

2) That SFA will comply with all federal and state requirements, rules and regulations pertaining to school lunch and breakfast programs and that SFA will obtain all available school lunch and breakfast reimbursements;

3) That the quantity, quality and variety of donated foods throughout the term of this Agreement will be a minimum of \$.23 per reimbursable meal served;

4) That the hours of service of meals, service requirements, type or number of facilities selling food and beverages on SFA's Premises will remain consistent throughout the year;

5) That the federal reimbursement rate will be a minimum of \$3.22 for each free lunch, \$2.82 for each reduced price lunch and \$.35 for each paid lunch (with the \$.06 per lunch for the HHFKA reimbursement included in each); the State reimbursement rate will be a minimum of \$.125 for all reimbursable meals served. The federal reimbursement rate will be a minimum of \$1.71 for each free breakfast, \$1.41 for each reduced price breakfast and \$.29 for each paid breakfast; the State reimbursement rate will be \$.55 for all paid breakfasts served and \$.30 on reduced breakfasts;

6) That the prices charged for school lunches will be a minimum of \$2.45 for elementary students, \$2.60 for secondary students, and \$3.95 for adults; that the prices charged students for school breakfasts will be \$1.30 for students and \$1.90 for adults; \$.45 for ala carte milk; and that these charges will remain constant through the term of this Agreement;

7) That SFA's enrollment will be at or above the information presented in the District's RFP;

8) That there will be at least 174 days for lunch and for breakfast in Food Service operation plus the summer program when applicable. If there is a significant deviation in the days of service, there may need to be a recalculation of the budgeted return; and

9) That there occur no fires, floods, wars, riots, strikes, labor unrest, weather, or other events or acts beyond FSMC's control, which adversely affect the cost of FSMC's performance of this Agreement.

D. SFA's Expenses Charged to Inventory. Prior to the start of initial operation of the Food Service, SFA and FSMC will take a beginning inventory of all usable food, supplies and donated foods on SFA's Premises. FSMC shall use such inventory which it determines, in its reasonable discretion, is usable in the Food Service at a value determined by invoice cost. On termination of this Agreement, SFA and FSMC will take another inventory of the usable food, supplies and donated foods on hand at that time. All inventories shall remain on SFA's Premises.

E. Budget. Prior to May 1 of each year, FSMC shall submit a budget for the upcoming school year pursuant to the Assumptions. The approved budget is attached as Exhibit A. The variance of actual occurrences during the upcoming school year from the Assumptions shall be at the risk of SFA. If any of the Assumptions shall prove to be inaccurate, the financial terms of this Agreement, outlined in paragraph 10C shall be adjusted in proportion to the actual occurrences.

F. SFA's Net Return; Unanticipated Profits. Provided that actual occurrences do not vary from the Assumptions and the information provided in the SFA's Request for Proposal, FSMC's budget provides for a net return to the SFA on the Food Service of \$82,498.30 for the school year ("Target Net Return") to be used for school district costs associated with the food service program. Any and all guaranteed returns must

remain in the SFA's nonprofit food service fund. The budget for the 2017/18 school year is based on 221,444 meals. Participation includes Reimbursable Meals and Equivalent Meals.

4. **Accounting; Reports; Invoices.** The FSMC shall furnish SFA with any required report and supporting records including detailed breakouts of all income and expenditure categories for submission in connection with governmental reimbursement programs. The FSMC shall, at a minimum by the 20th day of the month, report claim information to the SFA and will maintain and have available upon request documentation including invoices, etc. for all costs charged to the SFA.

5. **Payment; Deposit.** FSMC shall account to SFA on a calendar month basis over ten (10) months beginning on the first month of the school year. Following the end of each month, FSMC shall submit to SFA an itemized monthly statement setting out the number of meals for the month in each category at the approved billing rate for each. Invoices are payable within thirty (30) days of receipt following the SFA's normal billing process, with past due amounts subject to a monthly service charge of 1.5% per month (or maximum legal rate if lesser) and collection costs (including reasonable attorneys' fees) as incurred. Any interest payments due FSMC for non-payment shall not be paid to FSMC out of the nonprofit lunch fund, but rather SFA's general fund. Before the school year begins, FSMC shall establish a deposit account with FSMC equal to one month's estimate of meals. On the final invoice for the school year, FSMC shall credit SFA's deposit and any net credit balance shall be paid to SFA.

6. **Audit.** SFA, any State Agency administering the NSLP or the NSBP, the U.S. Department of Agriculture, and the U.S. General Accounting Office shall have the right to inspect FSMC's records relating to the operation of the Food Service. A copy of such records pertaining to SFA's food service operation under this Agreement shall be retained on SFA's property and shall be made available upon request at its principal offices during regular business hours within ten days after its receipt of a written request for an inspection. FSMC shall maintain its records pertaining to each school year during which it operated the Food Service including the records to support the SFA's Claim for Reimbursement for a period of five years after the end of such school year or for such longer period as SFA shall notify FSMC is required by law. In instances where issues relating to the audit of certain records have not been resolved within the prescribed retention period, the records shall be retained until such issues have been resolved.

7. **Indemnity.**

A. **FSMC's Obligation.** FSMC shall indemnify and hold SFA harmless from and against all claims, liability, losses, costs, expenses including reasonable attorney's fees, and damages arising out of production, preparation, sales and delivery of food products by FSMC or out of FSMC's use of delivery vehicles; provided, however, that SFA shall give FSMC and its insurers the opportunity to defend, litigate and settle such claims and SFA shall cooperate in such defense.

B. **SFA's Obligation.** SFA shall indemnify and hold FSMC harmless from and against all claims, liability, losses, costs, expenses including reasonable attorney's fees, and damages arising out of any personnel action taken by SFA or by FSMC at SFA's direction or out of injury or death of persons or damage to property, except those

described in paragraph 14A above, if such claims are covered by insurance maintained by or for the benefit of SFA. SFA shall also indemnify and hold FSMC harmless from and against any liability or assessment, including related interest and penalties, arising from tax assessment on the Food Service operation other than FSMC's employee taxes and city, state or federal income taxes, and shall pay expenses, including reasonable attorney's fees, incurred by FSMC in enforcement of the indemnity.

- C. Mutual Obligations. Each party shall indemnify and hold the other harmless from and against any claims, liability, losses, costs, expenses including reasonable attorney's fees, and damages arising out of any injury (whether to body, property, or personal or business character or reputation) sustained by any person or to any person or to property by reason of any act, neglect, default, or omission of it or any of its agents, employees, or other representatives, and it shall pay all sums to be paid or discharged in case of an action for any such damages or injuries. If either party is sued in any court for damages by reason of any of the acts of the other party referred to herein, such other party shall defend said action, or cause same to be defended, at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If such other party fails to or neglects to so defend the said action, the party sued may defend the same and any expenses, including reasonable attorneys' fees, which it may pay or incur in defending said action and the amount of any judgment which it may be required to pay shall be promptly reimbursed by the other party upon demand. Nothing herein is intended to nor shall it relieve either party from liability for its own acts, omissions, or negligence.
- D. Survival. This paragraph shall survive termination of the Agreement.

8. **Insurance.**

- A. FSMC's Obligation. FSMC shall maintain, as a direct cost of operation, Worker's Compensation insurance as required by law; General Liability, including products liability, insurance with limits of \$2,000,000 for injury or death of any one person, \$5,000,000 for injury or death of two or more persons in any one occurrence; and \$500,000 for property damage for each occurrence; and Automobile Liability insurance with limits of \$1,000,000 for injury or death to any one person, \$3,000,000 for injury or death of two or more persons in any one occurrence; and \$500,000 property damage for each occurrence. At SFA's request, FSMC shall deliver to SFA certificates evidencing such insurance.
- B. SFA's Obligation. SFA shall maintain fire and extended coverage insurance on SFA's Premises, the equipment and the utensils for their full insurable value. SFA shall endeavor to secure an appropriate clause in or an endorsement upon, each fire or extended coverage or rent insurance policy obtained by it covering SFA's Premises and the equipment, fixtures, and other personal property located thereon, pursuant to which the respective insurance companies waive subrogation or permit the insured, prior to any loss, to agree with a third party to waive any claim it might have against such third party. The waiver of subrogation or permission for waiver of

any claim shall extend to FSMC and its employees and agents. At FSMC's request, SFA shall obtain and deliver to FSMC certificates evidencing such insurance.

9. **Laws; Licenses; Taxes.** FSMC shall comply with all State and Federal statutes, rules, and regulations applicable to its management of the Food Service which now exist or which may be promulgated during the term of this Agreement including the Federal Regulations set forth at 7 C.F.R. Parts 210.1-210.16 and 210.21-210.23; 7 C.F.R. Part 3015 and its Attachment OMB Circular A-102; and the procurement standards of the State of Minnesota which provide for maximum open and free competition, all of which are considered part of this Agreement. FSMC also agrees to comply with the Buy American provision under 7 CFR Part 250. The SFA shall ensure applicable health certifications are maintained. The FSMC's operations, to include preparing and serving meals, will be in compliance with all applicable local, State, and Federal regulations at the SFA's facilities. FSMC shall obtain necessary State or local health certification for any facility outside SFA's Premises in which it will prepare meals for use by SFA and shall maintain said certification during the term of this Agreement. SFA shall be responsible for collection and remittance of taxes assessed on the Food Service operation other than FSMC's employee taxes, and city, state or federal income taxes, which shall be the responsibility of FSMC.

10. **Independent FSMC.** FSMC is an independent FSMC and neither it nor its employees are employees of SFA. SFA is interested in the general nature and results and not the manner, method or means by which FSMC operates the Food Service. FSMC shall pay all taxes, withholdings and contributions required by law to be made with regard to its employees.

11. **Confidentiality.** SFA acknowledges and agrees that FSMC has expended considerable time and money in the development of systems, procedures, computer programs, forms, recipes, menus and other items of a proprietary nature which are unique to FSMC's way of conducting business in the operation of a food service ("Confidential Information"). SFA shall keep such Confidential Information confidential and shall not copy, divulge or otherwise use it. Upon any termination of this Agreement, SFA shall permit FSMC to remove all its Confidential Information from SFA's Premises and SFA shall promptly turn over to FSMC all Confidential Information in SFA's possession or under its control.

12. **Force Majeure.** FSMC shall not be responsible for any delay or failure to perform its obligations under this Agreement resulting from fires, floods, wars, riots, strikes, weather, or other events or acts beyond its control, provided, however, in the event of strike or other work stoppage which interferes with the operation of the Food Service, FSMC shall, upon SFA's request, take all reasonable steps to continue to provide Food Service, subject to reimbursement by SFA for all direct costs incurred by FSMC, or a portion thereof. FSMC shall submit to SFA an invoice for such costs and fees following the end of each month of such operation.

13. **Renewal.** This Agreement is renewable each year for two (1) additional one-year terms, at the SFA's discretion and by mutual agreement. The contract may be terminated at the option of either party upon written notice of non-renewal given to the other party at least sixty (60) days prior to the start of the school year. By May 1st of each year, the FSMC shall indicate its desire to renew this Agreement by submitting to SFA a budget for the operation of the Food Service for the upcoming school year. The budget shall contain all of the detail of the food service expenses and shall set out any amendments of the Assumptions on which FSMC has relied in

preparing the new budget. Also FSMC's General & Administrative and Management Fee amounts will be increased by the same rate as that of the Consumer Price Index for Food and Beverages Away from Home in the Midwest Region for the same period.

14. **Termination.** This Agreement shall be terminated as follows:

- A. For Cause. If either party breaches a material provision of this Agreement, the non-breaching party may give the breaching party notice of such breach. If the breach is remedied within ten days, in the case of failure to make payment when due, or within sixty days in the case of any other breach, the notice shall be null and void. If such breach is not remedied within the time specified, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. These rights of termination are not exclusive, but are in addition to any other rights available to a party at law or in equity.
- B. Without Cause. Either party may terminate this Agreement at any time without cause upon sixty days written notice to the other party.

Upon termination of this Agreement, FSMC shall be compensated as provided herein for its performance of this Agreement through the date of termination and FSMC shall surrender SFA's Premises, equipment and utensils in the same condition as received by FSMC, reasonable wear and tear excepted.

15. **Disputes.** Any disputes which cannot be resolved by the parties negotiating in good faith within thirty days shall be finally determined by litigation in the state or federal court located in the county of Hennepin, State of Minnesota. The costs and expenses, including reasonable attorney's fees, of the prevailing party shall be paid by the non-prevailing party to any such litigation. This Agreement shall be construed by and governed by the laws of the State of Minnesota.

16. **Assignment.** This Agreement shall inure to the benefit of and be binding on the successors and assigns of the parties but FSMC shall not sublet or assign to third persons any interest under this Agreement or in the operation of the food services without prior written consent of SFA.

17. **Notice.** Any notice required by or pertaining to this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by certified mail, return receipt requested, to the address of the parties set forth below:

SFA:
Mr. Chuck Keller, Business Director
Belle Plaine Public Schools #716
130 South Willow Street
Belle Plaine, MN 56011

FSMC:
Mr. Bruce Taher, C.E.O.
Taher, Inc.
5570 Smetana Drive
Minnetonka, MN 55343

18. **Miscellaneous.** This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and supersedes any and all other oral, written, expressed or implied agreements between the parties pertaining to such subject matter. This Agreement shall only be changed by a written instrument signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. No waiver of any term, condition or covenant of this Agreement by a party shall be deemed to be a waiver by such party of any subsequent breaches of the same or other terms, covenants or conditions of this Agreement. This Agreement shall be governed by and construed in conformance with the laws of the State of Minnesota.

19. **Attachments.** The following documents are considered to be a part of this Agreement:

- *District Request for Proposal
- *Taher, Inc. Proposal Response RFP
- *Food Service Management Contract, Fixed Fee

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first above written.

SFA:

By: _____
Signature

Title: _____

Date: _____

FSMC:

By: _____
Signature

Title: _____

Date: _____

Food Service Management Contract

Fixed Meal Prices School Year 2017-18

Instructions: A school food authority that participates in School Nutrition Programs and contracts for management of its school food service must use this contract template to meet program requirements.

With the exception of provisions in this contract template that require information to be inserted, no changes or additions may be made to the standard provisions of this contract template unless approved by the Minnesota Department of Education (MDE) prior to execution of the contract. If there are any approved changes or additions to this contract, this is indicated in Section XXV and the approved changes or additions are attached.

Whereas Belle Plaine ISD #716 School Food Authority (SFA) advertised for proposals for management of its school food service in accordance with the specifications attached and made a part of this contract and School Nutrition Programs (SNP) requirements, and

Whereas Taher, Inc. (Company) submitted a proposal and has been awarded a contract, and

Whereas SFA has drafted this contract in compliance with SFA's specifications, Company's proposal and SNP requirements,

SFA and Company mutually agree as follows:

I. Scope and Purpose

- A. Company will operate the school food service as a benefit to SFA's students, faculty and staff, in conformance with SFA's agreement with MDE. Company will manage the school food service to promote maximum participation in the programs listed below in compliance with the program requirements of the U.S. Department of Agriculture (USDA) and MDE. Company shall provide its services in accordance with generally accepted standards of care and best practices in the industry.
- B. Company will provide staff to manage the food service operations and supervise employees. Company will be an independent contractor and not an employee of SFA. The employees of Company are not employees of the SFA.
- C. Company will have the exclusive right to operate the following programs for SFA for approximately 174 annual serving days. The attached Site Data page(s) show the site(s) that participate in each program. SFA may add or remove sites and/or adjust meal periods at any time unless the change would be a material change to the contract.

- National School Lunch Program (NSLP) and Food Distribution Program (FDP)
- School Breakfast Program (SBP)
- Fresh Fruit and Vegetable Program (FFVP)
- Afterschool Snacks (NSLP)
- At-Risk Afterschool Meals (Child and Adult Care Food Program)
- Special Milk Program (SMP)

Minnesota Kindergarten Milk Program (MKMP)

Summer Food Service Program (SFSP)

- D. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, will be deposited daily in the SFA's food service account. Income in excess of expenses will remain in the SFA food service account.
- E. Company will comply with local or state sanitation requirements, including the requirements in Section V.
- F. SFA will retain responsibility, in accordance with its program agreement with MDE, to:
- Control the quality, extent and general nature of the food service program.
 - Maintain the school food service account and overall financial responsibility for SNP.
 - Sign forms submitted to MDE including the agreement, the annual application and the monthly claims for reimbursement.
 - Establish internal controls that ensure the accuracy of meal counts prior to the submission of each monthly claim, including reviews of meal count data by site, and edit checks of meal counts data compared to attendance.
 - Monitor the food service, including if applicable annual onsite reviews, for compliance with the program requirements of MDE and the U.S. Department of Agriculture, provided that nothing in this paragraph relieves Company of its independent supervisory and monitoring responsibilities.
 - Approve menus and recipes, adjustments to menus, and other foods to be served or sold.
 - Establish the selling prices for reimbursable and non-reimbursable meals and milk, and a la carte foods.
 - Resolve program review and audit findings.
- G. SFA and Company are jointly responsible to protect the privacy and anonymity of students qualified for free or reduced-price meals, provided that nothing in this paragraph relieves Company of its independent obligation to protect the privacy and anonymity of students qualified for meal benefits.
- H. Company will cooperate with the SFA in promoting nutrition education, coordinating the SFA's food service with classroom instruction, and implementing SFA's Wellness Policy.
- I. Company will comply with the regulations and guidance of USDA and MDE that are applicable to the programs being administered, including but not limited to 7 Code of Federal Regulations (CFR) Parts 210, 215, 220, 225, 245, 250, and 2 CFR Part 200, and additions or amendments thereto.
- J. SFA may request Company to provide additional food service such as special functions and catering. SFA or the requesting organization will be billed for the actual cost of food, supplies and labor, plus a mutually agreed-upon mark-up for

administrative overhead negotiated outside of this contract that is sufficient to ensure that special functions and catering are not subsidized by the nonprofit school food service.

- K. The SFA reserves the right to maintain, add or remove present food and beverage vending machines.

II. Meal Prices

SFA will pay Company the fixed rates per meal as shown below and on the attached Price Proposal from Company. For any year in which the contract is renewed beyond the original contract year, Section XXIII of this agreement specifies the index that will be used to determine the maximum percentage that the fixed meal prices may be revised from the previous contract year.

Breakfast: \$ 1.450 per reimbursable breakfast.

Lunch and A La Carte: \$ 2.840 per reimbursable lunch and "equivalent lunch" as calculated by the Meal Equivalency Factor specified below.

Meal Equivalency Factor: SFA will pay Company for the a la carte food service, including adult meals and extra student meals, based on a la carte revenues divided by the lunch "equivalency factor" to determine the number of "equivalent lunches" that the la carte revenues represent. For school year 2017-18, the lunch equivalency factor is \$3.45, which is based on 2016-17 federal reimbursements for free lunch plus USDA Foods per-lunch entitlement value. The meal equivalency factor will be revised for any year in which the contract is renewed, based on updated USDA lunch reimbursement rates and entitlement value, as shown on the contract renewal document.

Afterschool snack: \$ _____ per reimbursable afterschool snack.

Other: Milk: \$0.35. Ala Carte Equivalent: \$3.17

These fixed meal payment rates were calculated without taking into account the value of USDA Foods that Company may receive for use in the school food service. Company will credit SFA for the value of USDA Foods received for use, as described in Section IV.

III. Meals

- A. Company will serve reimbursable meals, snacks, or milk that meet program requirements for the meal services and sites as indicated on the attached Site Data page(s).
- B. Company will serve meals on the days and at the times requested by SFA.
- C. Company must comply with the twenty-one (21)-day menu developed by SFA for NSLP, and/or SBP, that SFA provided in the request for proposals. Any changes made by Company after the first twenty-one (21)-day menu may be made only with approval of SFA. SFA will approve menus no later than two (2) weeks prior to service.
- D. Company will promote maximum participation in the reimbursable meal programs.
- E. Company will sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.

- F. No payment will be made to Company for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.
- G. SFA will retain control of the quality, extent and general nature of the food service.
- H. Company will offer free, reduced-price, and paid reimbursable meals to all eligible children at participating sites.

IV. USDA Foods

- A. USDA Foods received for use and made available to Company shall be utilized in the food service operation for the preparation of meals and other allowable uses in accordance with 7 CFR 250. SFA shall retain title to USDA Foods provided to Company. Company shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the school food service subject to approval of SFA. Company is responsible for delivery and storage costs related to USDA Foods.
- B. Company will perform the following activities relating to USDA Foods and assures SFA that such activities will be performed in accordance with the applicable requirements in 7 CFR 250:
 - Preparing and serving meals;
 - Selection and ordering of foods in coordination with SFA and in accordance with 7 CFR 250.58(a);
 - Storage and inventory management, in accordance with 7 CFR 250.52;
 - Payment of processing fees or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of USDA Foods in processed end products to the recipient agency, in accordance with the requirements in 7 CFR 250 subpart C.
- C. Credits to SFA: The meal prices in Section II were calculated without taking into account the value of USDA Foods to be received that will reduce meal costs to Company. Company will disclose to SFA the types, amounts and cash values of USDA Foods received for use and provide credits as separate line items to SFA for the values of USDA Foods received for use, including entitlement and bonus foods and the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a). Cash values of USDA Foods will be established by the most current documentation available from MDE at the time of crediting.

Company will disclose the receipt of USDA Foods and provide credits to SFA:

- Monthly on the monthly invoice.
- Annually on the final invoice.
- Other (describe): Totals will be balanced and tied out at the end of each school year

Company will notify MDE if any foods scheduled for delivery were not received.

Annual Reconciliation of Credits: SFA will conduct an annual reconciliation of credits for USDA Foods after completion of the school year, based on the year-end *USDA Foods*

Received Report for the Auditor from MDE, to ensure that Company has credited SFA for the value of all USDA Foods received for use during the year. SFA reserves the right to conduct audits throughout the year to ensure compliance with CFR 210 and 250. Based on the reconciliation, Company will pay SFA for any value of USDA Foods received for use during the year that exceeds the total credits given from Company to SFA during the year. At its discretion, SFA may return to Company the amount of any credits received during the year by SFA that exceeded the value of USDA Foods received by Company during the year.

- D. Company will use all USDA donated ground beef and ground pork products, and all processed end products, in SFA's food service. Company will use all other USDA Foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in SFA's food service. Company will comply with the storage and inventory requirements for USDA donated foods in 7 CFR 250.52. Upon termination of the contract, Company will return all unused USDA donated ground beef, ground pork, end products and, at SFA's discretion, other unused USDA Foods.
- E. Company assures SFA that the procurement of processed end products on behalf of SFA, as applicable, will comply with 7 CFR 250 and with provisions of MDE or SFA processing agreements. Company will disclose to SFA the value of USDA Foods contained in such end products at the processing agreement value. Refunds received from processors must be retained in the food service account. Company will not itself enter into a processing agreement with a processor.
- F. Company and SFA will maintain records relating to the use of USDA Foods in accordance with 7 CFR 250.54. Company will have records available to substantiate that the SFA has received the benefit of the full value of received USDA Foods.
- G. SFA will ensure that Company is in compliance with the requirements of 7 CFR 250 through SFA's monitoring of the food service operation as required in 7 CFR 210 and, if applicable, 225.
- H. SFA, MDE, USDA, the Comptroller General, or their authorized representatives, may perform onsite reviews of Company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods.
- I. Company accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
- J. Company will promptly credit SFA's food service account for all discounts, rebates, and allowances received by the Company associated with the purchase of processed commodity products on behalf of SFA as well as the full value of USDA Foods.

Notification to MDE: If SFA will need to change its selection of distributor to the distributor used by Company, SFA either must notify MDE by May 15 preceding the effective contract date, or request MDE to grant an extension of the deadline for distributor selection.

V. Food Safety

- A. SFA will comply with food safety inspection requirements set by USDA for its facilities. SFA will ensure that state and local regulations are being met by Company preparing or serving meals at any SFA facility.

- B. SFA will post and maintain, in a publicly visible location, all reports on the most recent food safety inspection and provide a copy of the reports to a member of the public upon request.
- C. Company will maintain state and/or local health certifications for any facility outside the SFA in which it prepares meals and will maintain the health certification for the duration of the contract as required under 7 CFR 210.16(c). Company will comply with food safety inspection requirements set by USDA and shall ensure that state and local regulations are met in its facilities.

VI. Substitutions and Modifications for Medical or Special Dietary Needs

Company will substitute food or beverage items or modify food items for qualifying students as required by federal law, state law, and SFA policies, as specified in this section.

A. Substitutions or Modifications for Students with Disability

Company will provide substitutions to, or modifications of, meals as required by federal law for students who are documented by a licensed physician, physician assistant, or advanced practice registered nurse such as a certified nurse practitioner to be unable to consume the regular program meals due to a disability. The statement must identify the student's disability, the major life activities affected by the disability, the food or foods to be omitted from the student's diet, and the food or choice of foods that must be substituted. The statement must be signed and dated by the physician or other licensed medical authority and maintained on file.

B. Lactose-Reduced Milk for Students with Lactose Intolerance

Company will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 124D.114, upon the written request of the parent of a lactose-intolerant student: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. The parent's request must be maintained on file.

Section C applies if the box is checked:

C. Meal Substitutions for Students without Disability

Company will provide substitutions for students who do not have a disability, but who are unable to eat the regular meals due to medical or special dietary needs, upon the written request of a recognized medical authority (physician, physician's assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, or chiropractor), in accordance with SFA policy and program guidelines. The request must specify the food or foods to be omitted from the student's diet and the food or choice of foods that must be substituted, must be signed and dated by the recognized medical authority, and must be maintained on file.

Section D applies if the box is checked:

D. Non-Dairy Fluid Milk Substitutes

Company will provide one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk to students with a medical or other special dietary need, in accordance with SFA policy and program guidelines. A request for a non-dairy fluid milk substitute must be in writing and identify the medical or other special dietary need that

restricts the student's diet, must be signed and dated by the parent/legal guardian or a recognized medical authority (physician, physician's assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, or chiropractor), and must be maintained on file. Company will maintain product information on file to document that the non-dairy product(s) meet program standards for non-dairy fluid milk substitutes.

VII. Free and Reduced-Price Meals Benefits

One box is checked below to identify whether SFA or Company is responsible for determining the eligibility of students for free and reduced-price school meals.

SFA is responsible for determining eligibility for free and reduced-price meals.

- A. SFA is responsible for the determination of eligibility for free and reduced-price meals, including the development, distribution, approval and verification of meal applications, direct certification data, and conducting any appeal hearings related to eligibility determinations.
- B. SFA will provide Company with a list of students and their category of meal eligibility. The list will be updated when changes occur in a student's eligibility status. SFA will not disclose confidential information to Company from meal applications and direct certification data that is not needed for meal counts.
- C. Company will use the private data on the eligibility status of students for school meal benefits only to provide correct, approved meal benefits to students and to determine accurate meal counts by eligibility category. The meal counting system must eliminate the potential for overt identification of students eligible for free and reduced-price meal benefits.

Company is responsible for determining eligibility for free and reduced-price meals.

- A. Company is responsible for the determination of eligibility for free and reduced-price meals, including the development, distribution, approval and verification of meal applications, and direct certification data.
- B. Company SFA will conduct any appeals and hearings.
- C. Company will use the private information provided on meal application forms, and the eligibility status of students for school meal benefits, only to provide correct, approved meal benefits to students and to determine accurate meal counts by category. The meal counting system must eliminate the potential for overt identification of students eligible for free and reduced-price meal benefits.

VIII. Books and Records

- A. Company will maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly and annual reporting responsibilities.

Company will annually provide SFA with information on food costs and revenues for reimbursable meals and for non-program foods to determine compliance with program requirements for revenue from non-program foods.

- B. Company will submit monthly operating statements in a format approved by SFA no later than the tenth calendar day after the last day of the month in which services were rendered.

- C. Company will submit meal count records in a timely manner to facilitate claims submission by SFA no later than the fifth day after the last day of the month in which services were rendered. SFA will perform edit checks on the meal count records provided by Company prior to the preparation and submission of the claim for reimbursement. Company shall provide SFA with a year-end statement.
- D. Company will make available the books and records pertaining to the contract, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including renewals) to which they pertain, for audit, examination, excerpts, and transcriptions by SFA and state or federal representatives and auditors. If audit findings regarding Company's records have not been resolved within the three (3) year record retention period, the records must be retained beyond the three (3) year period, for as long as required for the resolution of the issues raised by the audit.
- E. Upon termination of the contract, Company will surrender to SFA all records pertaining to the operation of the food service, including food and non-food inventory records, menus, production records, product invoices, claim documentation and financial reports. Company will not remove state or federal required records from SFA premises upon contract termination.

IX. Employees

Current SFA employees, including site and area managers, will be retained by SFA and/or Company as described here:

Company will retain the complete staff as FSMC employees, honoring their wages, hours, and comparable benefits package.

SFA will have final approval authority regarding the hiring of Company's site manager.

Company will provide SFA with a schedule of employees, positions, assigned locations, salaries and hours to be worked. Locations and assignments will be provided to SFA two full calendar weeks prior to start date of operations. Staffing patterns, with the exception of the site manager, will be mutually agreed upon.

Company and SFA shall maintain the same minimum level of employee positions, hours, wages and benefits as listed on the attachments.

Company will comply with applicable federal and state wage and hours of employment requirements.

Company will be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of Company management and non-management staff, except the site manager. Company will provide SFA with a list of its personnel policies and employee handbook.

Company will provide workers' compensation coverage for its employees. Company will maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA.

Company will instruct its employees to abide by the policies, rules and regulations, with respect to use of the SFA's premises as established by the SFA and which are furnished in writing to the Company.

SFA will provide sanitary toilet and hand-washing facilities for Company employees.

SFA may request Company in writing to remove any Company employee who violates health requirements or conducts herself/himself in a manner which is detrimental to the well-being of the students. In the event of the removal or suspension of any such employee, Company will immediately restructure the food service staff without disruption of service.

SFA and/or Company personnel assigned to each school will be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

Company shall conduct periodic training on food service topics for all food service employees, including required annual civil rights training.

X. Monitoring

- A. SFA will monitor the food service operation of Company through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. If SFA has more than one site, SFA will conduct an on-site review of the counting and claiming system at each site no later than February 1 each year in accordance with its agreement with MDE.

If SFA participates in SFSP, SFA is responsible for conducting the required SFSP site visits including preapproval visits.

- B. Company will maintain the necessary records for SFA to complete required monitoring activities.

XI. Advisory Group/Wellness Policy/Nutrition Standards for All Foods

- A. Company will participate in the formation and establishment and periodic meetings of the SFA advisory board, comprised of students, teachers, and parents, to assist in menu planning in accordance with 7 CFR 210.16(a).
- B. Company will coordinate with SFA as needed to assist in implementation of SFA's wellness policy.
- C. Company will meet SNP nutrition requirements ("Smart Snacks") for foods sold a la carte and any other foods served to students during the school day.

XII. Use of Facilities, Inventory, Equipment, and Storage

- A. SFA will make available, without any cost or charge to Company, area(s) of the premises agreeable to both parties in which Company will render its services.
- B. SFA may request additional food service programs from Company. SFA reserves the right, at its sole discretion, to sell or dispense food or beverages provided such use does not interfere with the operation of the Child Nutrition Programs. SFA may expand food service operations outside the confines of the school/school district, such as expansion to non-affiliated charter schools, non-public, or neighboring public schools, which were not part of the original bid.
- C. Prior to the start of operations, Company and SFA will inventory food, including USDA Foods, and supplies on the premises. Company will utilize the inventory at a value determined by invoice. On termination of the contract, Company and SFA will take a closing inventory and add or subtract the difference to Company's cost of business.
- D. Company will maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level as specified by SFA.
- E. SFA will replace expendable equipment and replace, repair, and maintain non-expendable equipment, except when damages result from the use of less than reasonable care by Company employees.
- F. Company will maintain adequate storage practices, inventory and control of USDA Foods in conformance with SFA's agreement with MDE.
- G. Company will provide SFA with one set of keys for food service areas secured with locks.
- H. SFA will provide Company with local telephone service.
- I. SFA will furnish and install any equipment and make any structural changes needed to comply with federal, state or local laws, ordinances, rules and regulations.
- J. SFA will be responsible for any losses, including USDA Foods, which arise due to equipment malfunction or loss of electrical power not within the control of Company.

- K. All food preparation and serving equipment owned by SFA must remain on SFA premises.
- L. Company will notify SFA of any equipment belonging to Company on SFA premises within ten (10) days of its placement on SFA premises. SFA will not be responsible for loss or damage to equipment owned by Company and located on SFA premises.
- M. SFA will have access, with or without notice, to all of the SFA's facilities used by Company, for purposes of inspection and audit.
- N. Company will not use SFA's facilities to produce food, meals or services for other organizations without the approval of SFA. If such usage is mutually agreeable, SFA and Company must have a signed agreement that stipulates the fees to be paid by Company for facility usage.
- O. Company will comply with all SFA building rules and regulations.
- P. SFA, on the termination or expiration of the contract, will conduct a physical inventory of equipment and furnishings owned by SFA. Company will surrender all SFA equipment and furnishings to SFA in good repair and condition. Company will be responsible for correcting any discrepancies and any equipment repairs that are not the result of normal wear and tear within 30 days of the inventory.

XIII. Purchases

- A. Foods purchased must meet the attached specifications.
- B. Company will meet applicable federal and state requirements when purchasing food and supplies for meals provided under this contract.

XIV. Sanitation

- A. Company will comply with local and state sanitation requirements in the preparation of food.
- B. Company will place garbage and trash in containers in designated areas as specified by SFA. SFA will remove the garbage and trash from the designated areas.
- C. Company will clean the kitchen as indicated on the attached Cost Responsibility page. SFA will clean ducts and hoods above the filter line.
- D. SFA will clean the dining areas as indicated on the Cost Responsibility Detail Sheet.
- E. Company will operate and care for equipment and food service areas in a clean, safe and healthy condition in accordance with the standards acceptable to SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- F. SFA will provide extermination services as needed.

XV. Licenses, Fees and Taxes

- A. Company is responsible for paying all applicable taxes and fees, including but not limited to excise tax, state and local income tax, and payroll and withholding taxes for Company employees. Company will hold SFA harmless for all claims arising from payment of such taxes and fees. The extent of responsibility is designated in the Cost Responsibility attachment.

- B. Company SFA shall obtain and maintain required licenses or permits, as indicated on the Cost Responsibility attachment.

XVI. Nondiscrimination

SFA and Company agree that no student who participates in the meal and/or milk programs under this contract will be discriminated against on the basis of race, color, national origin, age, sex, disability, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

XVII. Emergency Closings

- A. SFA will notify Company of any interruption in utility service of which it has knowledge.
- B. SFA will notify Company of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

XVIII. Nonperformance

- A. In the event of the Company's non-performance under this contract and/or the violation or breach of the contract terms, SFA has the right to pursue all administrative, contractual and legal remedies against Company and to seek all sanctions and penalties as may be appropriate. SFA is the responsible authority without recourse to USDA or MDE for the settlement and satisfaction of all contractual and administrative issues. This authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of contractual nature.
- B. If either party commits a material breach, the non-breaching party may terminate this agreement for cause by giving 60 days written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement.
- C. Company will pay SFA the amount of any meal over-claims that are attributable to Company's negligence and that occurred during the effective dates of the contract, including over-claims based on audit or program review findings.

XIX. Summer Food Service Program

Unless the box is checked below to indicate that Company will not provide food service management for the Summer Food Service Program (SFSP), Company will provide food service management, in accordance with federal regulations at 7 CFR 225 and other SFSP requirements, if SFA participates in the SFSP during the original contract term or during any contract renewal.

During any period that SFA participates in SFSP:

- Company will perform the same food service management tasks for SFSP as are provided to SFA during the school year and will pay Company for SFSP meals using the same meal payment structure used during the school year, unless SFA requested different tasks and/or payment structure that are attached to this contract.
- School will maintain responsibility for administrative functions that are prohibited from being contracted out by SFSP regulations at 7 CFR 225.15(a)(3).

- Company will provide unitized meals for SFSP unless the box below is checked to provide non-unitized / bulk meal service.
- Company will provide non-unitized / bulk quantities for SFSP, with instructions on the planned portion size for each food component. MDE's approval of SFA's SFSP application constitutes MDE's approval of a waiver from the SFSP requirement to provide unitized meals.

If this box is checked, Company does not agree to provide food service management for SFSP. If SFA participates in SFSP during the original contract or any contract renewal, SFA will separately contract for food service management for SFSP.

XX. Deficit

The requirements of Minnesota Statutes Section 124D.111, Subdivision 3, will be met if a deficit exists in the food service fund at the end of the fiscal year for this contract or for any contract renewals.

XXI. Insurance

Company will meet insurance requirements:

Attached to this contract.

Specified here:

A. Company will maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Minnesota. A Certificate of Insurance of Company's insurance coverage indicating these amounts must be submitted at the time of contract award.

B. Comprehensive General Liability – includes coverage for:

1. Premises – Operations.
2. Products – Completed Operations.
3. Contractual Insurance.
4. Broad Form Property Damage.
5. Independent Contractors.
6. Personal Injury.

\$ _____ Combined Single Limit

C. Automobile Liability: \$ _____ Combined Single Unit.

D. Workers' Compensation-Statutory; Employer's Liability: \$ _____.

E. Excess Umbrella Liability: \$ _____ Combined Single Unit.

F. Company must name SFA as additional insured on General Liability, Automobile, and Excess Umbrella. Company must provide a waiver of subrogation in favor of SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.

- G. The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before cancellation takes effect.

XXII. Miscellaneous

- A. This contract will be construed under the laws of the State of Minnesota. Any action or proceeding arising out of this contract will be heard in the appropriate courts of the State of Minnesota.
- B. Company will comply with the provisions of the proposal specifications, which in all respects will be made a part of the contract.
- C. No provision of the contract will be assigned or subcontracted without prior written consent of SFA.
- D. No course of dealing or failure of a party to strictly enforce any term, right, or condition of this contract shall be construed as a waiver of the term, right or condition.
- E. Any silence, absence, or omission from the contract specifications concerning any point will be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies) and workmanship of a quality that would normally be specified by the SFA are to be used.
- F. Payments on any claim will not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and proposal specifications.
- G. SFA is responsible for ensuring the resolution of program review and audit findings.
- H. This contract and SFA's information about its procurement process are subject to review by MDE for the purpose of determining whether federal and state requirements for SFA's participation in USDA Child Nutrition Programs have been met.
- I. MDE and USDA are not parties to this contract and are not responsible for any action or inaction by the SFA or Company.

XXIII. Term, Renewal, Options, Termination

The contract is effective 07/01/2017 through 06/30/2018.

- A. The contract may be renewed, upon mutual agreement of SFA and Company, for up to 2 years after the original contract year, using the contract renewal document provided by MDE. Meal prices for a renewal contract may be adjusted up to the maximum percentage stated by MDE on the contract renewal document, which is based on the Consumer Price Index (CPI) – Food Away from Home, Midwest Region (U.S. Bureau of Labor Statistics).
- B. SFA or Company may terminate the contract for cause as allowed in Section XVIII by giving sixty (60) days written notice.

Neither party may terminate the contract without cause or for convenience, unless both parties jointly agree to terminate the contract for convenience.

- C. Neither SFA nor Company is responsible for any losses resulting from fulfillment of the terms of the contract being delayed or prevented by wars, acts of public enemies,

strikes, fires, floods, acts of God, or for any acts not within the control of SFA or Company, respectively, and which by the exercise of due diligence it was unable to prevent.

XXIV. Certifications

- A. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the contract exceeds \$100,000, Company certifies that it will comply with 40 U.S.C 3702 and 3704, as supplemented by the Department of Labor regulations, 29 CFR Part 5. Under 40 U.S.C 3702 of the Act, Company is required to compute the wages of every laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- B. Clean Air Act (42 U.S.C. 7401-1671q) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. If the contract exceeds \$150,000, Company certifies that it will comply will applicable standards, orders, and regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to USDA and the Regional Office of the Environmental Protection Agency.
- C. Company will comply with civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and USDA-FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs.
- D. Company will comply with the Buy American provision for the purchase of food products with federal fund. Company will purchase, to the maximum extent possible, domestic commodities or products that are either (1) an agricultural commodity produced in the United States (U.S.) or (2) a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
- E. Company has signed the following attached certifications, which are incorporated here by reference and made a part of this contract.
 - Certification of Independent Price Determination.
 - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.
 - Certification Regarding Lobbying and, if applicable, Disclosure Form to Report Lobbying.
- F. Company will comply with all other pertinent state and federal laws.

XXV. Additional Provisions

- If this box is checked, SFA and Company have agreed to additional, attached provisions that have been **reviewed by MDE** and preapproved to be in compliance with program requirements. Each additional provision attached to this contract specifically identifies the section(s) of this contract that have been added to or modified.

XXVI. Attachments

The following documents, including the required certifications and the accepted price proposal, are attached to and incorporated into this contract.

IN WITNESS WHEREOF, SFA and Company have executed this Agreement.

Belle Plaine Public Schools #716

Name of SFA

Chuck Keller, Business Director

Name and Title of SFA Authorized Representative

Signature of SFA Authorized Representative

Date

Taher, Inc.

Name of Company

Bruce Taher, CEO

Name and Title of Authorized Company Representative

Signature of Authorized Company Representative

Date

XXI. Insurance

Company will meet these insurance requirements:

- A. Company will maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Minnesota. A Certificate of Insurance of Company's insurance coverage indicating these amounts must be submitted at the time of contract award.
- B. Comprehensive General Liability – includes coverage for:
 - 1. Premises – Operations.
 - 2. Products – Completed Operations.
 - 3. Contractual Insurance.
 - 4. Broad Form Property Damage.
 - 5. Independent Contractors.
 - 6. Personal Injury.
- C. Automobile Liability: \$ 2,000,000 Combined Single Limit
\$ 1,000,000 Combined Single Unit.
- D. Workers' Compensation-Statutory; Employer's Liability: \$ required by law.
- E. Excess Umbrella Liability: \$ 5,000,000 Combined Single Unit.
- F. Company must name SFA as additional insured on General Liability, Automobile, and Excess Umbrella. Company must provide a waiver of subrogation in favor of SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.
- G. The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before cancellation takes effect.

17/18 Operating Capital Budget

RESERVE 07/01/2017 **\$351,168.00**

| | Budget | | | 2018 |
|--------------------|------------------|-----------------|------------------------------------|-------------------------|
| REVENUES: | FY18 | Fin Code | Projects | Budget |
| | | | | Amount |
| Operating Cap. Aid | \$271,404 | 302 | Property Taxes/Special Assessments | \$14,154 |
| Operating Cap Levy | -\$8,916 | 302 | Lease Levy | \$17,000 |
| Lease Levy | \$15,419 | 302 | Textbooks/Software | \$20,000 |
| | | | Activities | \$15,000 |
| | | | Technology Equipment | \$50,000 |
| Total levy/aid | <u>\$277,907</u> | | Technology Repairs | \$10,000 |
| | | | Chatfield Music Equip | \$500 |
| Capital Revenues | \$277,907 | | Oak Crest Music Equip | \$500 |
| Obligated | <u>\$279,735</u> | | H.S. Music Equipment | \$2,500 |
| Remaining | <u>-\$1,828</u> | | Site/Grounds | \$50,000 |
| | | | Chatfield Library Books | \$500 |
| | | | Oak Crest Library Books | \$500 |
| | | | ESG- Deferred Maintenance- Lease | \$99,081 |
| | | | Total Operating Capital | <u><u>\$279,735</u></u> |

ENDING RESERVE 06/30/2018 **\$349,340.35**

2017 SPECIAL SESSION -- EDUCATION FINANCE, TAX AND LICENSURE PROPOSALS

Budget Targets and Per Pupil Formula

| | Budget target | Formula increase | Percent increase |
|------------------------|-------------------------|-------------------------------------|------------------|
| Governor | \$709 million | \$121 per pupil per year | 2% |
| House | \$270 million | \$76 in FY18, \$77 in FY19 | 1.25% |
| Senate | \$300 million | \$91 per pupil per year | 1.5% |
| House/Senate | \$303.5 million | \$91 per pupil per year | 1.5% |
| Special session | \$483.25 million | \$121 in FY18, \$124 in FY19 | 2% |

K-12 Education Provisions

Last In-First Out: Requires the school board and the exclusive representative of the teachers to negotiate an unrequested leave of absence plan.

Compensatory Revenue: Requires districts to use any new compensatory funds (because of additional formula increases) for extended time purposes only. Adds compensatory pilot grants to on-going compensatory revenue.

Teacher Shortage: Increases funding for Collaborative Urban Educator, Grow Your Own, Concurrent Enrollment Teacher Training grants, and teacher loan forgiveness.

Pupil Transportation Adjustment: Provides \$3.8 million for unreimbursed transportation costs. Sets the funding equal to 18% of the difference between each school district's to and from school transportation costs and the sum of its transportation sparsity revenue, charter school transportation adjustment, and 4.66 percent of its basic formula revenue.

PSEO: Requires a school to allow a student enrolled in a PSEO course to remain at the school site during the regular school day. Requires the school to adopt a policy that provides reasonable access to computers and technology during the school day. Requires a school board to adopt a policy regarding weighted grade point averages for students in dual enrollment courses.

Innovation Zones: Allows a group of school districts to form an innovation zone to research and implement innovative education programming models.

Testing: Provides reimbursement only for students who qualify for free and reduced price lunch.

Food Service Contracts: Allows a school district food service management company to comply with federal regulations to allow for contract renewals for up to four additional years.

Lead testing: Requires the commissioners of health and education to develop a model plan to require school districts to test for lead in school drinking water. Requires school districts to either adopt the model plan or an alternative plan to test school water for lead. Requires testing at least every five years. A school district must begin testing by July 1, 2018, and complete testing within five years.

2017 SPECIAL SESSION -- EDUCATION FINANCE, TAX AND LICENSURE PROPOSALS

Allows school districts to include lead testing and remediation in plan used to qualify for long-term facilities maintenance revenue.

Referendum Notices: Allows a school district to mail referendum notice by bulk mail rather than first class.

MDE: Appropriates \$3.25 million in FY18-FY19 to MDE for mainframe update.

Early Learning and Community Education Provisions

Voluntary Pre-Kindergarten and new School Readiness Plus Program: Maintains current voluntary pre-K program but establishes a new program called School Readiness Plus. Appropriates \$50 million in FY18 and FY19 for this new program. In addition, the bill:

- spells out program requirements very like current VPK requirements
- allows a district to apply either for VPK funding or school readiness plus funding (this funding is only available in FY18 and FY19)
- targets funding for four-year olds based in a set of risk factors
- allows new funding only to supplement and not supplant existing state, federal, and local revenue

ECFE: No change to current law but because ECFE is tied to any per-pupil formula increases, ECFE revenue will increase by \$3.2 million.

Early Learning Scholarships:

- Freezes PWII funding at the current funding level.
- Appropriates an additional \$20.6 million for early learning scholarships.
- Postpones to 2020 for which a program must have a three- or four-star rating to accept an early learning scholarship.
- Requires that priority be made for children whose parents have children under age 21, who is pursuing high school or general education equivalency diploma; are in foster care or otherwise in need of protection or services; or have experienced homelessness, as defined under the federal McKinney-Vento Homeless Assistance Act, in the last 24 months.

Adult Basic Education (ABE): Removes specific references to GED test and replaces terminology with commissioner-selected equivalency test.

Tax Provisions

School Building Bond Agricultural Credit: Provides a property tax credit on all property classified as agricultural, excluding the house, garage, and surrounding one acre of land of an agricultural homestead, equal to 40 percent of the tax on the property attributable to school district bonded debt levies. Provides an open and standing appropriation to pay for the credit. Effective beginning with taxes payable in 2018.

Teacher Licensure

The special session bill includes the provisions from HF140, which was originally vetoed by Governor Dayton. It establishes four teacher licensure tiers and creates a new Professional Educator Licensing and Standards Board (PELSB).

Professional Educator Licensing and Standards Board: Eliminate the Board of Teaching and establishes Professional Educator Licensing and Standards Board (PELSB). The 11-member made up of:

- 1) Six teachers who have at least five years of teaching experience and not serving in an administrative function at a school when appointed. This selection must be comprised of:
 - One teacher from a charter school, one from the seven-county metro area and one from outside of the seven-county metro area, one from a related service category licensed by the board, a special education teacher, and a teacher from a teacher preparation program
- 2) One superintendent, who alternates each term between a superintendent from the seven-county metro area and a superintendent from outside the seven-county metro area
- 3) One district human resources director
- 4) One administrator from a cooperative unit
- 5) One elementary or secondary school principal that alternates each term
- 6) One member of the public that may be a current or former school board member

Duties of the board include:

- Administering Staff Automated Reporting (STAR) system
- Licensing and credentialing of teachers and school personnel from administered by the Board of Teaching and MDE
- Adopting rules to approve teacher preparation programs including alternative teacher preparation programs
- Administering Teacher Supply and Demand Report

Tiered Licensure: Establishes four teacher licensure tiers as follows:

Tier 1

One year term, renewable no more than three times, unless the requesting district can show good cause for additional renewals. A Tier 1 license in a shortage area may be renewed without limitation. The board must approve a request from a district to issue a Tier 1 license to a candidate if:

- 1) the candidate has a bachelor's degree, unless they are teaching a career and technical education or career pathways course. If a candidate is teaching in a career and technical education or career pathways course, they have an associate's degree, a professional certification, or five years of relevant work experience
- 2) The district demonstrates that:
 - it has affirmed the candidate has the necessary skills and knowledge to teach in a specified

content area

- it has completed a criminal background check on the candidate
- the district has posted the teacher position but was unable to hire an acceptable teacher with a Tier 2, 3, or 4 license for the position

The PELSB must accept applications for a Tier 1 license beginning July 1 of the school year for which the license is requested and must issue or deny the Tier 1 license within 30 days. The PELSB must renew a Tier 1 license, if the district requesting the renewal demonstrates that:

- it has posted the teacher position but was unable to hire an acceptable teacher with a Tier 2, 3, or 4 license for the position
- the teacher holding the Tier 1 license took a content examination

A teacher with a Tier 1 license:

- is limited to the content matter indicated on the application for the initial Tier 1 license
- is not included within the statutory definition of a teacher
- must participate in the employing district's mentorship program and must participate in the teacher development an evaluation system, to the extent practicable

Tier 2

Two-year term, renewable two times. The PELSB must accept applications for a Tier 2 license beginning July 1 of the school year for which the license is requested and must issue or deny the Tier 2 license within 30 days. The Board must approve a request from a district to issue a Tier 2 license in a specified content area to a candidate if:

- 1) The candidate has a bachelor's degree to teach a class, outside a career and technical education or career pathways course of study. If a candidate is teaching in a career and technical education or career pathways course, they have an associate's degree, a professional certification, or five years of relevant work experience.
- 2) Is enrolled in a Minnesota-approved teacher preparation program; or has a master's degree in the specified content area
- 3) The district demonstrates that it has completed a criminal background check on the candidate
- 4) A candidate for a Tier 2 license must meet two of the following:
 - at least eight upper division credits in the relevant content area
 - field-specific methods of training, including coursework
 - at least two years of teaching experience in a similar content area in any state as determined by the Board
 - a passing score on the pedagogy and content exams
 - completion of a state-approved teacher preparation program

A teacher with Tier 2 license:

2017 SPECIAL SESSION -- EDUCATION FINANCE, TAX AND LICENSURE PROPOSALS

- is limited to the content matter indicated on the application for the initial Tier 2 license
- is not included within the statutory definition of a teacher
- must be credited the time towards the three-year probationary period but any time credited under must run consecutively
- must participate in the employing district mentorship program and must participate in the teacher development an evaluation system, to the extent practicable

Tier 3

Three-year term, renewable every three years without limitation. The Board must approve a request from a district to issue a Tier 3 license in a specified content area to a candidate if the candidate demonstrates each of the following:

- 1) The candidate has a bachelor's degree to teach a class, outside a career and technical education or career pathways course of study, is enrolled in a Minnesota-approved teacher preparation program; or has a master's degree in the specified content area. If a candidate is teaching in a career and technical education or career pathways course, they have an associate's degree, a professional certification, or five years of relevant work experience.
- 2) The candidate has obtained a passing score on all required licensure exams
- 3) The candidate has completed one of the following:
 - a Minnesota-approved teacher preparation program
 - completion of a state-approved teacher preparation program that includes field-specific student teaching equivalent to field-specific student teaching in Minnesota-approved teacher preparation programs; does not apply to a candidate that has two years of teaching experience
 - submission of a content-specific portfolio
 - a professional teaching license from another state, evidence that the candidate's license is in good standing, and two years of teaching experience
 - three years of teaching experience under a Tier 2 license, and evidence of summative teacher evaluations that did not result in placing or otherwise keeping the teacher on an improvement process

A teacher holding a Tier 3 license:

- must participate in the district's mentorship and evaluation program, including an individual growth and development plan

Tier 4

Five-year term, renewable every five years without limitation. The Board must issue a Tier 4 license to a candidate who provides information sufficient to demonstrate each of the following:

- 1) The candidate meets all the requirements for a Tier 3 license
- 2) The candidate has at least three years of teaching experience in Minnesota
- 3) The candidate has obtained a passing score on all required licensure exams
- 4) The candidate's most recent summative teacher evaluation did not result in placing or otherwise keeping the teacher in an improvement process

A teacher holding a Tier 4 license must participate in the district's mentorship and evaluation program, including an individual growth and development plan.

2017 SPECIAL SESSION -- EDUCATION FINANCE, TAX AND LICENSURE PROPOSALS

Licensure via portfolio: Directs the PELSB to establish a process for a teacher candidate to obtain any license or to add a licensure field, via portfolio. A candidate for a license must submit to the board one portfolio demonstrating pedagogical competence and one portfolio demonstrating content competence. A candidate seeking to add a licensure field must submit to the board one portfolio demonstrating content competence for each licensure field the candidate seeks to add.

Reports: The bill consolidates many school district and statewide reports on teacher shortages into one section as well as rules for teacher preparation programs.

Teacher licensure assessment: The PELSB must adopt rules requiring a candidate to demonstrate a passing score on a board-adopted exam in reading, writing, and math before granting a Tier 4 license. The board must adopt rules requiring candidates for Tier 3 and Tier 4 to pass an examination of general pedagogical knowledge and examinations of licensure-specific content.

The requirement to pass a board-adopted skills examination does not apply to nonnative English speakers, as verified by qualified Minnesota school district personnel or Minnesota higher education faculty, who after meeting the content and pedagogy requirements, apply for a teaching license to provide a direct instruction in their native language or world language.

Special education licenses: Directs the PELSB to conduct a review of all the available teacher of special education licenses and determine the options for cross-categorical licenses for teachers of special education. Directs the existing Board of Teaching, by September 1, 2017, to amend Minnesota Rules so that the academic and behavioral strategist continuing licenses under that part may be issued and renewed according to rules of the Board of Teaching governing continuing licenses and without requiring the candidate to hold or be recommended for licensure in any other licensure field.

2017-18 Expenditure Reductions

\$67,000.00 6th classes and areas with low registration at the secondary level.

\$7,300.00 Afterschool Supervision

\$3,313.00 FFA Advisor

\$5,500.00 Mentors

\$27,000.00 PLC Leaders

\$27,500.00 General Ed Para

\$20,000.00 Reduce Supply and material 2017-2018

\$50,655.00 Reduction of Probationary Teacher

\$52,467.00 Reduction of Probationary Teacher

\$94,000.00 Retirement/Reassign Tech

\$10,000 Community Ed Charge Back

Reassign RTI Chatfield Reassign second grade

Reassign RTI Oak Crest Reassing 6th grade

\$364,735.00 Total Reduction

Belle Plaine Public Schools
Independent School District #716
Revised Financial Projection Assumptions for FY18

Proposed: February 27, 2017
Approved:

Revised: June 5, 2017

1. Enrollment:
Kindergarten = **141** for '17-18 Total enrollment for next year pre-K through grade 12 = 1,612 See enrollment projection sheet.
2. General Education Revenue increase will be 2% for FY18 to \$6,188
3. Literacy Aid will continue in FY18 with an approximate allocation of \$88,000
4. Location Equity Revenue @ \$424/ppu = \$740,000.
Board Approved Referendum at \$300/ppu = \$525,000.- Authorized until Pay 2019 Levy
Total Revenue = \$1,265,000
Based on resident PU estimate of 1,757.80- Pay 2017 Levy
5. Special Education aid will increase by 0%.
6. District will allocate \$50,000 toward staff development. Current fund balance for staff development is \$14,997.
7. Salary/ benefits for all employees will increase 3% next year to allow for Steps and Lane increases for current contracts.
8. District health insurance costs will increase at 0%.
9. Operating Capital Revenue of \$279,735.
-Refer to 2017-18 Operating Capital Plan
10. Software license agreements will be \$110,000.
11. LTFM Revenue of \$455,653.
-Refer to 2017-18 LTFM Plan.
12. 403(b) expenses will increase at 5%.
13. All other expenses will increase at 2%.
14. Equipment Lease annual expense for iPad program is \$267,000. This is the final payment.
15. Expenditure reductions of \$364,735.

2017-18 Projection

BELLE PLAINE PUBLIC SCHOOLS - ISD 716

Adopted Budget

2017-18

Revenues

| | |
|-------------------------|---------------------|
| General Fund | \$18,144,062 |
| Food Services Fund | \$710,000 |
| Community Services Fund | \$712,181 |
| Debt Redemption Fund | \$3,271,602 |
| Totals All Funds | \$22,837,846 |

Expenditures

| | |
|-------------------------|---------------------|
| General Fund | \$17,185,850 |
| Food Services Fund | \$710,000 |
| Community Services Fund | \$718,535 |
| Debt Redemption Fund | \$3,297,009 |
| Totals All Funds | \$21,911,393 |



2017-18 Projection

Belle Plaine Public Schools
2017-2018

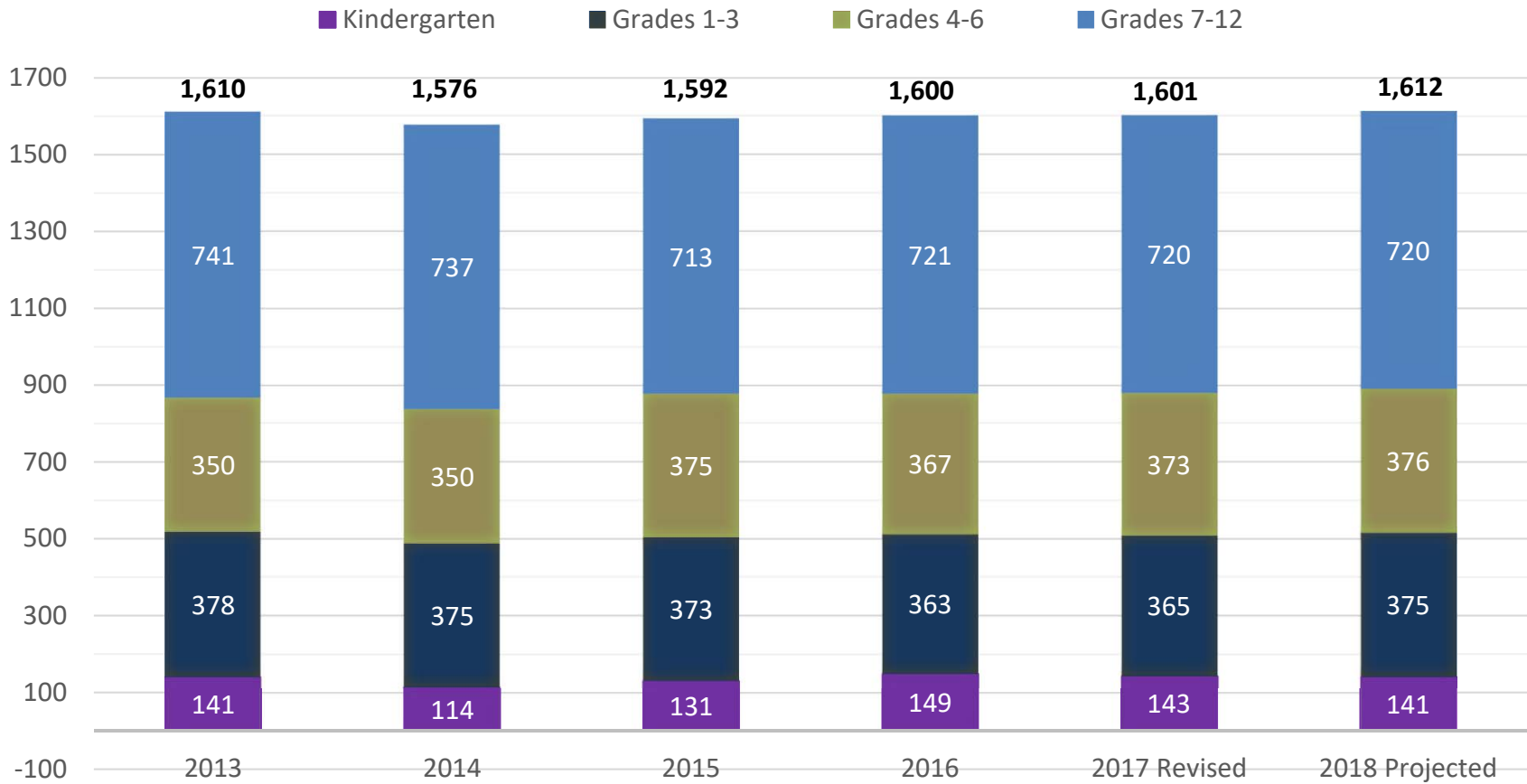


Legislative Update

- 2017 Session Legislature Highlights
 - 2% Increase on Basic Formula FY 18 and FY19
 - School Building Bond Ag Credit

2017-18 Projection

AVERAGE DAILY MEMBERSHIP



2017-18 Projection

- Revenue
 - Basic Formula increase:
 - \$121 PPU for FY2018 to \$6,188
 - Increase of about \$195,000 for FY 2018
 - Includes \$1,870,000 in LTFM Bonds
 - LED Project
 - FY 2019 and 2020 LTFM
- Expenditures
 - Reductions of \$364,735
 - Salaries and benefits- \$334,735
 - Other Expenses- \$30,000
 - Includes \$867,778 LTFM expenses for LED Project

2017-18 Projection

Other Assumptions

District will allocate \$50,000 toward staff development. Current fund balance for staff development is \$14,997.

Salary/ benefits for all employees will increase 3% next year to allow for Step increases for current contracts. This is approximately \$184,000.

District health insurance costs will increase at 0%.

Operating Capital Revenue of \$279,735.

-Refer to 2017-18 Operating Capital Plan

Software license agreements will be \$110,000.

403(b) expenses will increase at 5%.

All other expenses will increase at 2%.

Equipment Lease annual expense for iPad program is \$267,000. This is the final payment.

2017-18 Projection

2017-18 Expenditure Reductions

| | |
|---------------------|---|
| \$67,000.00 | 6th classes and areas with low registration at the secondary level. |
| \$7,300.00 | Afterschool Supervision |
| \$3,313.00 | FFA Advisor |
| \$5,500.00 | Mentors |
| \$27,000.00 | PLC Leaders |
| \$27,500.00 | General Ed Para |
| \$20,000.00 | Reduce Supply and material 2017-2018 |
| \$50,655.00 | Reduction of Probationary Teacher |
| \$52,467.00 | Reduction of Probationary Teacher |
| \$94,000.00 | Retirement/Reassign Tech |
| \$10,000 | Community Ed Charge Back |
| Reassign | RTI Chatfield Reassign second grade |
| Reassign | RTI Oak Crest Reassing 6th grade |
| <hr/> | |
| \$364,735.00 | Total Reduction |

2017-18 Projection

Belle Plaine Public Schools

2017-18 Projections

| | Actual 2015-16 | Revised 2016-17 | Projected 2017-18 | |
|--|-------------------|--------------------|----------------------|--------------|
| Revenue | | 16,028,258 | 18,144,062 | |
| Salary and Benefits | | 12,089,718 | 12,417,638 | |
| Other Exp | | 4,120,814 | 5,132,947 | |
| Total Expenditures | | 16,210,532 | 17,550,585 | |
| Less Expenditure Reductions | | | (364,735) | |
| Total Expenditures | | | 17,185,850 | |
| | | | | |
| Ending Reserved Fund Balance | 354,144 | 328,545 | 1,329,738 | |
| Ending Unreserved Fund Balance | 1,430,150 | 1,273,474 | 1,223,737 | 8.20% |
| Total | 1,784,294 | 1,602,019 | 2,553,475 | |
| Unreserved Variance vs. 2016-17 | | | (49,737) | |

2017-18 Projection

Other Funds

| Fund | Beginning Fund Balance | 2018 Revenue | 2018 Expenditures | Ending Balance |
|--------------------|-----------------------------------|-------------------------|------------------------------|---------------------------|
| Food Service | 58,276 | 710,000 | 710,000 | 58,276 |
| Community Services | 64,790 | 712,181 | 718,535 | 58,436 |
| Debt Redemption | 3,731,142 | 3,271,602 | 3,297,009 | 3,705,735 |

2017-18 Projection

BELLE PLAINE PUBLIC SCHOOLS - ISD 716

Adopted Budget

2017-18

Revenues

| | |
|-------------------------|---------------------|
| General Fund | \$18,144,062 |
| Food Services Fund | \$710,000 |
| Community Services Fund | \$712,181 |
| Debt Redemption Fund | \$3,271,602 |
| Totals All Funds | \$22,837,846 |

Expenditures

| | |
|-------------------------|---------------------|
| General Fund | \$17,185,850 |
| Food Services Fund | \$710,000 |
| Community Services Fund | \$718,535 |
| Debt Redemption Fund | \$3,297,009 |
| Totals All Funds | \$21,911,393 |

Questions

?’s



AGREEMENT made as of the 9th day of June in the year two thousand seventeen BETWEEN the Owner: Belle Plaine Public School District with office located at 130 South Willow Street, Belle Plaine, MN 56011 and the Contractor: Apex Efficiency Solutions, SBC, a Minnesota Specific Benefit Corporation, with its principal place of business at 403 Jackson Street, Suite 308, Anoka, MN 55303 for the following Project:

Belle Plaine Public School District
Lighting Retrofit Project
130 South Willow Street
Belle Plaine, MN 56011

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1 INITIAL INFORMATION
2 CONTRACTOR'S RESPONSIBILITIES
3 SCOPE OF CONTRACTOR'S BASIC SERVICES
4 ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SCOPE OF THE AGREEMENT
EXHIBIT A

ARTICLE 1 INITIAL INFORMATION

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

1.1.1 The Owner's program for the Project: It is the Owner's intent to retrofit the existing lighting systems in accordance with the Apex Efficiency Solutions response dated March 13, 2017 (Exhibit A).

1.1.2 The Project's physical characteristics: The Belle Plaine Public School District is comprised of four (4) buildings: High School, Chatfield Elementary, Oak Crest Elementary and District Office.

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

Total Project Budget for Lighting Retrofit Upgrades - \$688,300

1.1.4 The Owner's anticipated construction schedule:

Commencement of Construction: TBD

Substantial Completion: TBD

1.1.5 The Owner identifies the following representative in accordance with Section 5.2:

Chuck Keller
Director of Business Services
130 South Willow Street
Belle Plaine, MN 56011

1.1.6 The persons or entities, in addition to the Owner's representative, who are required to review the Contractor's submittals to the Owner are as follows: N/A

1.1.7 Unless provided by the Contractor, the Owner will retain the following consultants and Subcontractors: N/A

1.1.8 The Contractor identifies the following representative in accordance with Section 2.3:

Apex Efficiency Solutions, SBC
Jayson Naughton, P.E., C.E.M.
403 Jackson Street, Suite 308
Anoka, MN 55303

1.1.9 The Contractor's staffing plan as required under Section 3.3.2 shall include:

Jayson Naughton, P.E., C.E.M. – Project Management & Design Review

1.1.10 The Contractor's consultants retained under Basic Services, if any: N/A

1.1.11 The Contractor's consultants retained under Additional Services: N/A

1.1.12 Other Initial Information on which the Agreement is based: N/A

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

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

2.1 The Contractor shall provide the services as set forth in this Agreement.

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

2.3 The Contractor shall identify a representative authorized to act on behalf of the Contractor with respect to the Project.

2.4 Except with the Owner's knowledge and prior written consent, the Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Contractor's judgment with respect to this Project.

2.5 The Contractor, at its expense, shall maintain the following insurance for the duration of this Agreement.

2.5.1 Commercial General Liability on a ISOCG000, or its equivalent, with policy limits of not less than two million dollars (\$2,000,000) for each occurrence and in the aggregate for bodily injury and property damage through the contractor's operation and completed operations for a period of three years upon completion of the project. Limits required by this contract shall apply solely to this job severability or separation of insureds clauses shall apply. Policy should provide the following: Personal / Advertising Injury \$1,000,000; Products / Completed Operations: \$2,000,000 and Contractual Liability as broad as what is found on a CG000 (No Contractual Limitation Endorsement) and includes acts of independent

consultants.

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

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

2.5.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than five hundred thousand (\$500,000). A waiver of subrogation in favor of the additional insureds shall apply.

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

2.5.5.A Excess or umbrella liability insurance with policy limits of not less than one million (\$5,000,000).

2.5.6 The Contractor shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5 within 15 days after this Agreement is signed. The certificates will show the Owner as an additional insured on the Comprehensive General Liability on a primary non-contributory basis on forms CG2010 (10/01) and CG2037 (10/01), Automobile Liability, umbrella and excess policies.

ARTICLE 3 SCOPE OF CONTRACTOR'S BASIC SERVICES

3.1 Definition: The Contractor's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Subcontractors, and any other duties of the Contractor described in the "A232 General Conditions" defined in Section 3.3.3 below.

3.2 Preconstruction Phase

3.2.1 The Contractor shall review the program furnished by the Owner, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

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

3.2.3 The Contractor shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) and recommendations for Project delivery method. The Contractor shall periodically update the Construction Management Plan over the course of the Project.

3.2.4 The Contractor shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Owner's acceptance.

3.2.5 The Contractor shall provide recommendations and information to the Owner regarding the responsibilities for safety programs among the Subcontractors and this does not relieve Subcontractors from complying with all State and Federal safety requirements. No third party shall be granted any rights hereby, nor has any right to enforce this subsection.

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

3.2.7 The Contractor shall expedite and coordinate, to the extent possible, the ordering and delivery of materials, including those that must be ordered well in advance of construction.

3.2.7 The Contractor shall prepare and issue Construction Contracts to Subcontractors and material suppliers as required.

3.3 Construction Phase Administration of the Construction Contract

3.3.1 Subject to Section 4.3, the Contractor's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date of final completion.

3.3.2 The Contractor shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever key portions of the Work is being performed.

3.3.3 The Contractor shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Subcontractors with each other and with those of the Contractor and the Owner. The Contractor shall coordinate the activities of the Subcontractors in accordance with the latest approved Project schedule.

3.3.4 Utilizing the construction schedules provided by the Subcontractors, the Contractor shall update the Project schedule,

3.3.5 The Contractor shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Contractor shall prepare and promptly distribute minutes.

3.3.6 Utilizing information from the Subcontractors, the Contractor shall schedule and coordinate the sequence of construction and assignment of space in areas where the Subcontractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

3.3.7 The Contractor shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner.

3.3.8 The Contractor shall endeavor to obtain satisfactory performance from each of the Subcontractors.

3.3.9 The Contractor shall review the safety programs developed by each of the Subcontractors solely and exclusively for purposes of coordinating the safety programs with those of the other Subcontractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Subcontractors. The Contractor's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Subcontractor, agents or employees of the Subcontractors, or any other persons performing portions of the Work and not directly employed by the Contractor. No third party shall be granted any right hereby, nor has any right to enforce this subsection.

3.3.10 The Contractor shall determine in general that the Work of each Subcontractor is being performed in accordance with the requirements of the Contract Documents

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

1. Work completed for the period;
2. Project schedule status;
3. Submittal schedule and status report, including a summary of remaining and outstanding Submittals;
4. Request for information, Change Order, and Construction Change Directive status reports;
5. Tests and inspection reports;
6. Status report of nonconforming and rejected Work;
7. Issues logs;

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

3.3.13 With the Owner's maintenance personnel, the Contractor shall observe the Subcontractor's final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

3.3.14 When the Contractor considers each Subcontractor's Work or a designated portion thereof is substantially complete, the Contractor shall, jointly with the Subcontractor, prepare a list of incomplete or unsatisfactory items and a schedule for their completion. The Contractor shall conduct inspections with the owner to determine whether the Work or designated portion thereof is substantially complete.

3.3.15 When the Work or designated portion thereof achieves Substantial Completion the Contractor shall prepare and execute, a Certificate of Substantial Completion. The Contractor shall submit the executed Certificate to the Owner and Subcontractor. The Contractor shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Contractor shall evaluate the completion of the Work of the Subcontractor and conduct final inspections.

3.3.16 The Contractor shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner.

ARTICLE 4 ADDITIONAL SERVICES

4.1 Additional Services listed below are not included in Basic Services but will be required for the Project. The Contractor shall provide the listed Additional Services.

4.1.1 Turn-key project installation per Exhibit A

4.1.2 Commissioning Services per Exhibit A

4.2 Additional Services Scope of Work.

4.2.1 Contractor shall (a) provide all of those services, furnish any required materials and labor, and enter into and cause to be performed all Trade Contracts necessary to achieve complete, correct and timely completion of the complete construction of the Project in accordance Exhibit B and (b) warrant all of such Work and services for a period of One-Year from the date of Final Completion.

4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Contractor, any Additional Services provided in accordance with this Section 4.3 with the prior written consent of the Owner shall entitle the

Contractor to compensation pursuant to Section 11.3.

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 30 days after receipt of a written request from the Contractor, the Owner shall furnish the requested information as necessary and relevant for the Contractor to evaluate, give notice of, or enforce any bond rights, if any.

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

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

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

5.5 The Owner shall coordinate the services of its own consultants with those services provided by the Contractor. Upon the Contractor's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner may furnish the services of consultants other than those designated in this Agreement, or authorize the Contractor to furnish them as an Additional Service, when the Contractor requests such services and demonstrates that they are reasonably

required by the scope of the Project. If the Owner decides not to retain consultants to provide those services, the Contractor is not responsible for consequences of not providing those services. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

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

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

5.8 The Owner and Contractor shall provide prompt written notice to each other if either of them becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Engineer's Instruments of Service or any fault or defect in either of their obligations.

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

5.10 Before executing the Contract for Construction, the Owner shall coordinate the Contractor's duties and responsibilities set forth in the Contract for Construction with the Contractor's services set forth in this Agreement.

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

ARTICLE 6 COST OF THE WORK

6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project per Exhibit A.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

ARTICLE 8 CLAIMS AND DISPUTES

8.1 General

8.1.1 The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 5 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

8.1.2 Contractor waive all rights against the owner for damages caused by fire and other perils and any other risk to the extent covered by contractor's policies of insurance or required to be covered by contractor's policies of insurance as set forth.

8.1.3 The Contractor shall defend, indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by a) the Contractor's breach of the agreement, b) negligent acts or omissions of the Contractor, its employees and its consultants in the performance of professional services under this Agreement, or c) willful misconduct of the Contractor.

8.1.4 In the event of litigation, each party would be responsible for its expenses of enforcing its rights under this Agreement.

8.2 Mediation

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

8.2.2 The mediator will be jointly selected by the parties from the list of certified mediators maintained by the State of Minnesota Supreme Court.

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

9.6 In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Contractor shall be entitled to receive payment for services performed and costs incurred by reason of such termination.

9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Contractor shall be entitled to receive payment for services performed and costs incurred by reason of such termination.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be governed by the law of the place where the Project is located: Belle Plaine, MN.

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

10.3 The Owner and Contractor, respectively, bind themselves to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project or to a building authority. If that occurs, Contractor will execute any documents reasonable required by the lender.

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

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

10.6 Unless otherwise required in this Agreement, the Contractor shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, except to the extent the Contractor has actual knowledge of those materials or substances and fails to promptly notify the Owner.

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

proprietary. The Owner shall provide professional credit for the Contractor in the Owner's promotional materials for the Project.

10.8 The Energy Policy Act of 2005 (EPAct) created a Federal tax incentive under Internal Revenue Code §179D called the Energy Efficient Commercial Building Deduction. This incentive encourages efficient construction practices. While the tax incentive usually goes to building owners, public agencies cannot use it since they pay no income tax. A special rule allows public agencies to assign the incentive to the designer who assists in the creation of technical specifications for the energy efficient building features. If available, Client agrees to assign this tax incentive to Subcontractor.

10 Lighting Scope Clarifications

10.9.1 The scope includes retrofit of the noted fixtures only and does not address or include any fix-up / upgrade / replacement of existing wiring, switching, conduits, hangers, etc. If items are found to be in need of repair or replacement – this is not included in the Scope of Services and associated costing. This scope does include replacement of existing broken lighting sockets when replacing bulbs.

10.9.2 It is assumed that all emergency lighting is on generator or independent battery control. Replacements of emergency ballasts are not included in the project.

10.9.3 Replacement or repair of fixture lenses or louvers are not included, fixture lenses will be wiped with a dry cloth.

10.9.4 Contractor is not responsible for fixtures that are found to be damaged prior to commencement of its Scope of Work.

10.9.5 All manufacturers' warranties (and related information) will be transferred to Customer at project close-out.

10.9.6 With respect to the specific lighting scope - Contractor will remove and lawfully recycle / dispose of existing lamps and PCB ballasts. All ballasts that are determined to be non-PCB shall be disposed of with non-hazardous waste. Noted items will be carefully recycled and disposed of through a licensed recycling firm in accordance with all state and federal guidelines. Certificates verifying the proper disposal and recycling of PCB containing materials will be provided by the vendor.

10.9.7 Lighting levels, if existing is identified to be over-lit per recommended standards, may be reduced.

10.9.8 Contractor is not responsible for any pre-existing electrical code violations or electrical system deficiencies.

ARTICLE 11 COMPENSATION

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

11.1.1 For Preconstruction Phase Services in Section 3.2:

1. Preconstruction service fees are included as part of the Construction Phase Services.
2. These amounts are included as part of the total fee and not in addition to the fee outlined in Section 11.1.2.



11.1.2 For Construction Phase Services in Section 3.3:

Six-hundred sixty-eight thousand three hundred dollars and no cents (\$668,300.00) for Construction Phase Services.

11.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Contractor’s invoice. Amounts unpaid thirty (30) days after invoice date shall bear interest at a rate entered below.

6.0% six percent annual interest

ARTICLE 12 SCOPE OF THE AGREEMENT

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

IN WITNESS WHEREOF the CONTRACTOR and OWNER have executed this agreement, effective the date of the last authorized signature.

APEX EFFICIENCY SOLUTIONS, SBC

OWNER

Date

Date

Mark Rasmussen, P.E.

Authorized Signature Client



Change Order

Facility Solutions • Efficiency Solutions • Arena Solutions

Client: Belle Plaine School District
Project: Lighting Retrofit Project

Change Order No: 1
5/23/2017

The Contract is Changed as Follows:

Lighting Retrofit Project Scope of Work will be modified according to Attachment 1. In general, this revised scope of work includes lighting retrofits, programmable lighting controls, programmable wireless switches, disposal and recycling.

| | |
|---|---------------------|
| Original Contract Value: | \$688,300.00 |
| Net Prior Change Orders: | \$0.00 |
| Contract Value Prior to this Change Order: | \$688,300.00 |
| This Change Order Add (Deduct): | \$179,478.00 |
| New Contract Value after Change Order: | \$867,778.00 |

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER, CONTRACTOR AND OWNER

Apex Efficiency Solutions, Inc.
Construction Manager

Belle Plaine School District
Owner

By (Signature)

By (Signature)

Mark Rasmussen
By (Typed)

Chuck Keller
By (Typed)

Date

Date



Client: Belle Plaine School District
 Project: Lighting Retrofit Project

Change Order No: 1
 5/10/2017

Attachment 1

1.0 SCOPE

1.1 Scope Overview. The purpose of this project is to upgrade light fixtures, lamps and ballasts for Belle Plaine school District in regards to the buildings identified in Section 1.1.3 ("Affected Facilities").

1.1.1 Scope Summary. This scope involves supply, installation and commissioning of energy efficient lighting, occupancy sensors, and light controls in select areas of all identified buildings. Construction activities shall include, but not be limited to:

- a) Majority of lighting retrofits shall be T8 to EvoKit replacements. Some fixtures shall require direct wire LED T8 Tubes. Additionally some recessed lighting will be converted to LED using specially designed lighting. Contractor shall replace existing emergency ballasts with EvoKit Emergency driver as a one for one replacement. Approximately 25% emergency driver allotment for each building has been built in to these scopes of work.
- b) Supply and install occupancy sensors in identified spaces. Typical sensor shall be installed onto the Evokit, hallway sensors shall remain in place and utilized if applicable. Some installations will require use of exposed wire molding to conceal wires. There will be a mixture of fixture mount and ceiling-mount sensors. Contractor will supply fixture mounted sensors.
- c) Contractor shall supply and install smart light switches for the Evokits in areas identified in consultation with Jeff Heine per detailed scope of work in following documents.
- d) Contractor shall supply all required miscellaneous equipment, including wire, nuts, bolts and connectors.

1.1.2 Concept Design. The general concept of this project is to replace all linear fluorescent lamps with Evokit and LED T-8 lamps, compact fluorescent/incandescent recessed lighting with LED lighting, incandescent lamps/compact fluorescent lamps with LED lamps, and to install new occupancy sensors and switches with EvoKit retrofits.

1.1.3 Affected Facilities. The project affects lamps and lighting fixtures from scope of work A in the following facilities: Oak Crest Elementary, Belle Plaine High School, Chatfield Elementary School and Belle Plaine District Office.

1.1.4 Specified Materials. Contractor shall install Evokits and LED T-8 lamps in place of existing linear fluorescent lamps. Contractor shall install LED lamps in place of existing incandescent/fluorescent lamps. Contractor shall install emergency drivers in place of existing electronic emergency ballasts. Contractor shall install dual-technology occupancy sensors in all identified and approved spaces. Exposed wire-mold may be utilized where sensor must be surface mounted. Contractor shall install smart light switches for the Evokits.

2.0 MAJOR ITEM QUANTITY

| Item | High School | Chatfield | District Office | Oak Crest | Totals |
|--------------------------|-------------|-----------|-----------------|-----------|--------|
| Emergency Ballasts | 102 | 62 | 24 | 90 | 278 |
| 2x4 EvoKit | 753 | 601 | 37 | 486 | 1,877 |
| 2x2 EvoKit | 59 | 0 | 1 | 72 | 132 |
| 1x4 EvoGrid | 20 | 10 | 205 | 33 | 268 |
| 2x2 EvoGrid | 15 | 0 | 0 | 0 | 15 |
| Space Wise Sensor | 700 | 513 | 243 | 591 | 2,047 |
| Smart Wireless Switch | 139 | 94 | 32 | 119 | 384 |
| Programming Tool | 1 | 1 | 1 | 1 | 4 |
| Eiko T8 LED (Dual Mode) | 1204 | 251 | 162 | 222 | 1,839 |
| New Industrial Light | 16 | 3 | 0 | 16 | 35 |
| 2x4/1x8 Retrofit Kits | 0 | 1 | 0 | 0 | 1 |
| Misc Light Bulbs | 15 | 11 | 5 | 8 | 39 |
| Tombstones | 1204 | 251 | 162 | 222 | 1,839 |
| Vapor Tight LED | 4 | 3 | 0 | 4 | 11 |
| Recessed Lighting | 54 | 0 | 0 | 0 | 54 |
| Lithonia Surface Fixture | 0 | 5 | 0 | 0 | 5 |
| T8 Ballast (Instant Fit) | 0 | 0 | 4 | 0 | 4 |
| Instant Fit LED T8 | 0 | 0 | 12 | 392 | 404 |
| Instant Fit LED PL | 0 | 0 | 0 | 229 | 229 |
| Fixture & Lamp Recycling | Yes | Yes | Yes | Yes | Yes |

3.0 ESTIMATED REBATES & ENERGY SAVINGS - BELLE PLAINE LIGHTING RETROFIT

| | Rebate Value | Estimated Energy Savings |
|-----------------|---------------------|--------------------------|
| District Office | \$ 6,140.94 | \$ 4,379.73 |
| High School | \$ 31,895.48 | \$ 18,788.88 |
| Oak Crest | \$ 33,444.69 | \$ 19,965.14 |
| Chatfield | \$ 23,237.57 | \$ 16,221.95 |
| Total | \$ 94,718.68 | \$ 59,355.70 |

An aerial photograph of Belle Plaine, Ohio, showing a mix of residential neighborhoods, commercial buildings, and green spaces. The image is overlaid with a semi-transparent blue filter. The text is centered on the image.

Belle Plaine Schools

Lighting Improvements

Apex Efficiency Solutions



Project Development Recap

- Original Audit by Center for Energy and Environment (CEE)
- Bid Documents Based off CEE Audit
- District Engaged Cedar Creek Energy (CCE)
 - Perform Audits and Provide Options with Controls
 - Multiple Revisions
- Modified Scope to Meet Budget
 - Include Controls
 - Eliminate Low Use Areas
- Current Scope Proposed for Approval

Project Pricing Recap

| | High School | Chatfield | District Office | Oak Crest | Totals |
|--|-------------|------------|-----------------|------------|------------|
| <i>Original Scope Price</i> | \$ 230,400 | \$ 161,900 | \$ 104,400 | \$ 191,600 | \$ 688,300 |
| <i>Adder for Lighting Controls & etc</i> | \$ 179,240 | \$ 103,960 | \$ 65,000 | \$ 129,560 | \$ 477,760 |
| <i>Deduct for Removed from Scope</i> | \$ 95,712 | \$ 57,075 | \$ 65,425 | \$ 80,070 | \$ 298,282 |
| <i>Current Scope Price</i> | \$ 313,928 | \$ 208,785 | \$ 103,975 | \$ 241,090 | \$ 867,778 |



Original Scope Recap

- Original Audit and Scope by Center for Energy and Environment (CEE)
- Included Almost all Fixtures (Low Use and High Use)
- Standard LED Retrofits (Only LED Lamps)
- Approximately 3,300 Fixture Retrofits
- Does Not Include
 - Lighting Controls on Fixtures
 - Programmable Wireless Switches
 - Emergency Ballasts
 - Recycling and Disposal
- Cost \$688,300

Added to Original Scope Recap

- Included All Fixtures in Buildings Plus the Below:
 - Lighting Controls on Fixtures
 - Programming Tools
 - Multiple Programmable Wireless Switches
 - Emergency Ballasts
 - Recycling and Disposal
- Adder to Original Scope \$477,760

Major Items Added to Original Scope of Work

| Item | High School | Chatfield | District Office | Oak Crest | Totals |
|-------------------------------------|-------------|-----------|-----------------|-----------|--------|
| <i>Emergency Ballasts</i> | 102 | 62 | 24 | 90 | 278 |
| <i>Space Wise Sensor</i> | 700 | 513 | 243 | 591 | 2,047 |
| <i>Smart Wireless Switch</i> | 139 | 94 | 32 | 119 | 384 |
| <i>Programing Tool</i> | 1 | 1 | 1 | 1 | 4 |
| <i>Fixture & Lamp Recycling</i> | Yes | Yes | Yes | Yes | Yes |



Removed from Scope Recap

- Walkthrough Conducted by Belle Plaine Schools, Apex and Cedar Creek Energy
- Determined Fixtures for Removal from Scope
 - Mechanical Areas
 - Electrical Rooms
 - Storage
 - Low / No Use Areas
- Deduct from Original Scope and Adder \$298,282

Removed from Scope of Work

| High School | | | |
|-----------------|-------------|-----------|--------------------------------|
| Location | Description | Qty | Retrofit Description |
| Data 113 | 1 fixture | 1 | LED Lamps |
| Storage 200 | 2 fixtures | 2 | LED Lamps |
| Electrical 201 | 1 fixture | 1 | LED Lamps |
| Class 215 | 1 fixture | 1 | LED Lamps |
| Class 239 | 3 fixtures | 3 | LED Lamps |
| Class 211 | 1 fixture | 1 | LED Lamps |
| Class 224 | 1 fixture | 1 | LED Lamps |
| Class 223 | 1 fixture | 1 | LED Lamps |
| Class 438 | 3 fixtures | 3 | LED Lamps |
| Class 437 | 2 fixtures | 2 | LED Lamps |
| Class 234 | 1 fixture | 1 | LED Lamps |
| Class 511 | 1 fixture | 1 | Screw In |
| Class 513 Upper | 6 fixtures | 6 | LED Lamps |
| Class 410 | 1 fixture | 1 | LED Lamps |
| Class 411 | 2 fixtures | 2 | LED Lamps |
| Class 413 | 2 fixtures | 2 | Evo Kit (LED Lamps & Controls) |
| Class 403 | 1 fixture | 1 | Evo Kit (LED Lamps & Controls) |
| Class 426 | 1 fixture | 1 | LED Lamps |
| Class 423 | 3 fixtures | 3 | Evo Kit (LED Lamps & Controls) |
| Class 435 | 1 fixture | 1 | Evo Kit (LED Lamps & Controls) |
| Class 433 | 2 fixtures | 2 | LED Lamps |
| Inside Gym | 2 fixtures | 2 | LED Lamps |
| Stage 430/428 | 2 fixtures | 2 | Screw In |
| Class 310 | 1 fixture | 1 | Evo Kit (LED Lamps & Controls) |
| Weight Room | 9 fixtures | 9 | LED Lamps |
| Room 15/10/5 | 13 fixtures | 13 | LED Lamps |
| Room 25/40/45 | 3 fixtures | 3 | LED Lamps |
| Misc Storage | 2 fixtures | 2 | LED Lamps |
| Paint Room | 2 fixtures | 2 | LED Lamps |
| Room 65 | 1 fixture | 1 | LED Lamps |
| Total | | 72 | |

| Oak Crest | | | |
|----------------------|-------------|-----------|--------------------------------|
| Location | Description | Qty | Retrofit Description |
| Boiler | 5 fixtures | 5 | LED Lamps |
| Electrical | 2 fixtures | 2 | LED Lamps |
| Comm Ed Storage | 2 fixtures | 2 | LED Lamps |
| Art Storage | 2 fixtures | 2 | LED Lamps |
| Kiln | 1 fixture | 1 | LED Lamps |
| Stage Storage | 3 fixtures | 3 | LED Lamps |
| Dimmer Room | 1 fixture | 1 | LED Lamps |
| Storage | 2 fixtures | 2 | Evo Kit (LED Lamps & Controls) |
| Mech Area Stairs | 16 fixtures | 16 | LED Lamps |
| Electrical Room | 1 fixture | 1 | LED Lamps |
| Service Room | 1 fixture | 1 | LED Lamps |
| A131 | 4 fixtures | 4 | LED Lamps |
| Building Services | 1 fixture | 1 | LED Lamps |
| Elec Room | 1 fixture | 1 | LED Lamps |
| B Side Mech Room | 8 fixtures | 8 | LED Lamps |
| B Side Bldg Services | 1 fixture | 1 | LED Lamps |
| B Side Electrical | 1 fixture | 1 | LED Lamps |
| B Side Data | 1 fixture | 1 | LED Lamps |
| A Side Mech Room | 8 fixtures | 8 | LED Lamps |
| A Side Bldg Services | 1 fixture | 1 | LED Lamps |
| A Side Electrical | 1 fixture | 1 | LED Lamps |
| A Side Data | 1 fixture | 1 | LED Lamps |
| Total | | 64 | |



Removed from Scope of Work

| Chatfield | | | |
|-----------------|-------------|-----------|--------------------------------|
| Location | Description | Qty | Retrofit Description |
| Custodian | 9 fixtures | 9 | LED Lamps |
| Old Locker Room | 6 fixtures | 6 | Evo Kit (LED Lamps & Controls) |
| Chair Storage | 2 fixtures | 2 | LED Lamps |
| Mat Storage | 1 fixture | 1 | LED Lamps |
| Upper Storage | 2 fixtures | 2 | LED Lamps |
| Ball Storage | 2 fixtures | 2 | LED Lamps |
| Activity Room | 1 fixture | 1 | Evo Kit (LED Lamps & Controls) |
| Custodian | 1 fixture | 1 | LED Lamps |
| Total | | 24 | |

| District Office | | | |
|-------------------|-------------|------------|----------------------|
| Location | Description | Qty | Retrofit Description |
| Class 101 Storage | 7 fixtures | 7 | LED Lamps |
| Basement Storage | 16 fixtures | 16 | LED Lamps |
| Basement Hallway | 37 fixtures | 37 | LED Lamps |
| Green Room | 21 fixtures | 21 | LED Lamps |
| Boiler Room | 8 fixtures | 8 | LED Lamps |
| Back Room | 8 fixtures | 8 | Screw In |
| Class 205 | 12 fixtures | 12 | LED Lamps |
| Class 208 | 7 fixtures | 7 | LED Lamps |
| Class 206 | 16 fixtures | 16 | LED Lamps |
| Closet | 1 fixture | 1 | LED Lamps |
| Class 207 | 7 fixtures | 7 | LED Lamps |
| Total | | 140 | |

Current Scope Recap

- Audit and Scope by Cedar Creek Energy (Installing Contractor)
- Approximately 3,000 Fixture Retrofits
- Includes Most Fixtures (Mainly High Use)
- Includes
 - Lighting Controls on Fixtures
 - Multiple Programmable Wireless Switches
 - Emergency Ballasts
 - Recycling and Disposal
- Final Cost (after adder and deduct) \$867,778

Current Scope of Work

| Item | High School | Chatfield | District Office | Oak Crest | Totals |
|-------------------------------------|-------------|-----------|-----------------|-----------|--------|
| <i>Emergency Ballasts</i> | 102 | 62 | 24 | 90 | 278 |
| <i>2x4 EvoKit</i> | 753 | 601 | 37 | 486 | 1,877 |
| <i>2x2 EvoKit</i> | 59 | 0 | 1 | 72 | 132 |
| <i>1x4 EvoGrid</i> | 20 | 10 | 205 | 33 | 268 |
| <i>2x2 EvoGrid</i> | 15 | 0 | 0 | 0 | 15 |
| <i>Space Wise Sensor</i> | 700 | 513 | 243 | 591 | 2,047 |
| <i>Smart Wireless Switch</i> | 139 | 94 | 32 | 119 | 384 |
| <i>Programing Tool</i> | 1 | 1 | 1 | 1 | 4 |
| <i>Eiko T8 LED (Dual Mode)</i> | 1204 | 251 | 162 | 222 | 1,839 |
| <i>New Industrial Light</i> | 16 | 3 | 0 | 16 | 35 |
| <i>2x4/1x8 Retrofit Kits</i> | 0 | 1 | 0 | 0 | 1 |
| <i>Misc Light Bulbs</i> | 15 | 11 | 5 | 8 | 39 |
| <i>Tombstones</i> | 1204 | 251 | 162 | 222 | 1,839 |
| <i>Vapor Tight LED</i> | 4 | 3 | 0 | 4 | 11 |
| <i>Recessed Lighting</i> | 54 | 0 | 0 | 0 | 54 |
| <i>Lithonia Surface Fixture</i> | 0 | 5 | 0 | 0 | 5 |
| <i>T8 Ballast (Instant Fit)</i> | 0 | 0 | 4 | 0 | 4 |
| <i>Instant Fit LED T8</i> | 0 | 0 | 12 | 392 | 404 |
| <i>Instant Fit LED PL</i> | 0 | 0 | 0 | 229 | 229 |
| <i>Fixture & Lamp Recycling</i> | Yes | Yes | Yes | Yes | Yes |



Savings and Rebate Recap

- Annual Savings
 - Original Annual Savings of \$61,542
 - Current Annual Savings of \$59,356
 - Reduced Annual Savings Amount \$2,186 with Current Scope
- Rebates
 - Original Rebate Amount of \$97,393
 - Current Rebate Amount of \$94,719
 - Reduced Rebate Amount \$2,674 with Current Scope

Estimated Savings and Rebates for Current Scope

| Building | Estimated Rebate | Estimated Annual Savings |
|-----------------|--------------------|--------------------------|
| District Office | \$6,140.94 | \$4,379.73 |
| High School | \$31,895.48 | \$18,788.88 |
| Oak Crest | \$33,444.69 | \$19,965.14 |
| Chatfield | \$23,237.57 | \$16,221.95 |
| Total | \$94,718.68 | \$59,355.70 |

BELLE PLAIN

Activity Fee Comparison- 2017

A solid red horizontal bar spans the width of the page at the bottom.



Athletics

Belle Plaine

Football \$145

Other Athletics

Grades 9-12-\$110

Jordan

Football \$150

Other Athletics

Grade 9-12- \$135

Recommendation

Football \$150

Other Athletics

Grades 9-12-\$135

BELLE PLAINNE



Fine Arts

Belle Plaine

Drama/Speech-
\$65

Visual Art-\$50

Jordan

Drama/Speech-
\$125

Visual Art-\$45

Recommendation

Drama/Speech-
\$80

VisualArts-
\$50/Same

BELLE PLAINE



Robotics/Jr. High

Belle Plaine

Robotics- \$45

Jr. High Football-
\$110

Other Jr. High
Athletics- \$85

Jordan

Robotics- \$95

NYA- \$110

TCU- \$100

Jr. High Football-
\$85

Other Jr. High
Athletics-\$95

Recommendation

Robotics-\$80

Jr. High Football-
\$115

Other Jr. High
Athletics- \$90

BELLE PLAINE



Family Max

Belle Plaine

\$330 for 1 child

\$495 for 2 children

\$560 for 3 or more

Jordan

\$300 for 1 child

\$450 for 2 children

\$510 for 3 or more

Recommendation

\$330/Same

\$495/Same

\$560/Same

BELLE PLAIN



Free/Reduced

Belle Plaine

Families on Reduced will pay 50% of the fee.

Families on Free have the fee waived.

Jordan

Families on Reduced will pay 50% of the fee.

Families on Free have the fee waived.

Recommendation

Families on Reduced will pay 50% of the fee.

Families on Free have the fee waived.

BELLE PLAINE



Weight Room

Belle Plaine

\$30 per Season

\$50 per Year

Jordan

Does not charge

Recommendation

No Charge- We've experienced significant decline in attendance since enforcement of fees began.

BELLE PLAIN

Belle Plaine Public Schools
Activity Fee Proposed Increases for 2017-18

| Activity | Current Proposed | | |
|----------------------|-------------------------|------------|---|
| | Fee | Fee | |
| Football 9-12 | 145 | 150 | |
| Other Athletics 9-12 | 110 | 135 | |
| Football 7-8 | 110 | 115 | |
| Other Athletics 7-8 | 85 | 90 | |
| Drama | 65 | 80 | |
| Speech | 65 | 80 | |
| Visual Art | 50 | 50 | No Change |
| Robotics | 45 | 80 | |
| Weight Room | 30/50 | - | No fee charged for District Activities Fees are associated with Community Ed program |
| Family Max | | | |
| 1 Child | 330 | 330 | No change |
| 2 Children | 495 | 495 | No change |
| 3 or more children | 560 | 560 | No change |

Families on reduced lunches will pay 50% of the fee
Families on free lunches will pay no fee

STUDENT / ACTIVITY CONDUCT POLICY

Belle Plaine Public Schools recognizes that students who participate in any school sponsored extracurricular activity are important representatives of the school and community. Therefore any Belle Plaine student who exhibits conduct that is unbecoming of a representative of the Belle Plaine Public Schools will receive disciplinary action as determined by school officials.

A Belle Plaine student participating in any school sponsored extracurricular activity who is guilty of illegal possession and/or charged by a law enforcement agency will be considered in violation of the Minnesota State High School League Eligibility Rules. That student will be disciplined according to current standards established by Belle Plaine High School and the Minnesota State High School League Eligibility Rules.

**2017-2018 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE**

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the schools membership in the MSHSL.

Please complete and return this form with your school's 2017-2018 Resolution for Membership. If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.

Belle Plaine High School

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Dan Gardner

Designated School Board Member
(Please Print)

Ryan Laager

Designated School Representative
(Please Print)

dgardner@belleplaine.k12.mn.us

Email Address

rlaager@belleplaine.k12.mn.us

Email Address

208.02 ACTIVITY REPRESENTATIVES

John Bergs

Boys' Sports
(Please Print)

John Bergs

Girls' Sports
(Please Print)

John Bergs

Speech
(Please Print)

John Bergs

Music
(Please Print)

John Bergs

*Mailing Representative (Please Print)

jbergs@belleplaine.k12.mn.us

* The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings or email messages.

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member (Please Print)

Student (Please Print)

Parent (Please Print)

Faculty Member (Please Print)

Minnesota State High School League
2100 Freeway Boulevard
Brooklyn Center, MN 55430-1735
763-560-2262 Fax: 763.569.0499 www.mshsl.org

**2017-2018 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE**

RESOLVED, that the Governing Board of School District Number 716, County of Scott, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the high school(s) listed below (name all high schools in the district):

Belle Plaine High School

is/are authorized by this, the Governing Board of said school district or school to:

1. _____ Make new application for membership in the Minnesota State High School League; School Enrollment (9-12): _____

OR;

- Renew its membership in the Minnesota State High School League; and,
2. Participate in the approved interschool activities sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board hereby adopts the Constitution, Bylaws, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities, and that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representatives identified by the Governing Board.

Signing the Resolution for Membership affirms that this Governing Board has reviewed the WHY WE PLAY training video which defines the purpose of education-based athletic and activity programs and will assist school communities in communicating a shared-common language as it relates to the value of these said programs.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Code of Student Conduct violations for students participating in activity programs by member schools.

The above Resolution was adopted by the Governing Board of this school district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

Signed: _____
Clerk/Secretary - Local Governing Board

Signed: _____
Superintendent or Head of School

Date: _____

Date: _____

District Office Address, City, Zip: 130 South Willow St
Belle Plaine, MN 56011

School Superintendent's Phone: 952-873-2400 School Superintendent's Email: r.laeger@belleplaine.k12.mn.us

RETURN ONE COPY TO THE MSHSL NOT LATER THAN SEPTEMBER 1, 2017
Retain one copy for the school files.

(over)

Belle Plaine Special Education Department, known as "First Party," agrees to enter into this contract with the City of Belle Plaine, known as "Second Party" on June 1, 2017.

This agreement is based on the following provisions:

1. Use of the City Pool for a special needs student who benefits from swim therapy due to a muscular degenerative disease.
2. Two or more staff members, the special needs student mentioned above, and 2 to 3 friends of the student, who are attending summer school, are allowed to use the pool each Tuesday and Thursday from 8:40am to 9:10am on the following dates (weather permitting): 6/20; 6/22; 6/27; 6/29; 7/11; 7/13; 7/18; 7/20; 8/1; and 8/3 for a total of 10 pool visits.
3. Recommended exercises for the student attached.

Furthermore, the First Party agrees:

To purchase pool passes for the students using the pool during the times outlined in Section 2 above, except for the Special needs student whose participation is covered under the partnership between the City of Belle Plaine and the Belle Plaine School District in this circumstance.

and the Second Party agrees:

To provide an on-duty lifeguard.

Invalidity or unenforceability of one or more provisions of this agreement shall not affect any other provision of this agreement.

This agreement is subject to the laws and regulations of the state of School District and the City of Belle Plaine.

CITY OF BELLE PLAINE

By: Christopher J. May

Its: Mayor

By: [Signature]

Its: City Administrator

Belle Plaine School District

By: _____

Its: Board Chair

By: _____

Its: Superintendent

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school district to fully comply with Minn. Stat. § 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. It shall be a violation of this policy for any school personnel to fail to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

- A. “Mandated Reporters” means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
- B. “Maltreatment” means the neglect, abuse, or financial exploitation of a vulnerable adult.
- C. “Neglect” means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult’s physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult’s health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.
- D. “Abuse” means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of

drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat § 626.5572, Subd. 2.

- E. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.
- F. "Vulnerable Adult" means any person 18 years of age or older who is a resident or inpatient of a facility, who receives services at or from a licensed facility which serves adults, who receive services at or from a licensed home care provider or who regardless of residence or type of service received, is unable to adequately provide the person's own care or protect the person from maltreatment without assistance because of impairment of mental or physical function or emotional status.
- G. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by

contract, or by agreement.

- H. “School Personnel” means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement or other caretaking services of vulnerable adults.
- I. “Immediately” means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the designated county entity.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall to the extent possible identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose *not public data* as defined under Minn. Stat. § 13.02 to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks where appropriate.
- B. The school district will develop a method of discussing this policy with employees where appropriate.
- C. This policy shall be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. § 609.234 (Crimes Against the Person)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

Adopted: _____

MSBA/MASA Model Policy 415

Orig. 1995

Revised: _____

Rev. ~~2009~~ 2015

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

[Note: This policy reflects the mandatory law regarding reporting maltreatment of vulnerable adults and is not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. ~~It shall be a~~ A violation of this policy occurs when ~~for~~ any school personnel ~~to~~ fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

- A. “Mandated Reporters” means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
- B. “Maltreatment” means the neglect, abuse, or financial exploitation of a vulnerable adult.
- C. “Neglect” means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult’s physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult’s health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.

- D. “Abuse” means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult’s will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 2.
- E. “Financial Exploitation” means a breach of a fiduciary duty by an actor’s unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor’s failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult’s funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult’s will for the profit or advantage of another.
- F. “Vulnerable Adult” means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services ~~at or from a licensed facility which serves adults as set forth in Minn. Stat. § 626.5572, Subd. 21(a)(2) required to be licensed under Minn. Stat. Ch. 245A, except as excluded under Minn. Stat. § 626.5572, Subd. 21(a)(2)~~; (3) receives services from a licensed home care provider or ~~home care provider service person or organization that offers, provides, or arranges for personal care assistance services under the~~

medical assistance program; or (4) regardless of residence or type of service received possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to adequately provide the person's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

- G. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- H. "School Personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- I. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the ~~designated county entity~~ common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall to the extent possible identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose not public data as defined under Minn. Stat. § 13.02 to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.

- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks where appropriate.
- B. The school district will develop a method of discussing this policy with employees where appropriate.
- C. This policy shall be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. § 13.02 (Collection, Security, and Dissemination of Records; Definitions)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.234 (Crimes Against the Person)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

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. It is the belief of the school board that a work environment free of drug and alcohol use will not only be safer, healthier, and more productive, but will also be 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 is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are not medically prescribed is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property.
- 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, 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 Evidential Breath Testing Device (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. “DOT” means United States Department of Transportation.
7. “Driver” is any person who operates a Commercial Motor Vehicle, 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 it has been determined that there was no adequate medical explanation for the failure; (f) fails or declines to take an additional test as directed; (g) fails to undergo a medical examination or evaluation, as directed by the Medical Review Officer or the Designated Employer Representative; (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 sign the certification on the forms); or (i) is reported by the Medical Review Officer 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 Alcohol Screening Device.
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 a Medical Review Officer completes the verification process.
14. “Substance Abuse Professional” (SAP) means a qualified person who evaluates employees who have violated a Department of Transportation 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 Commercial Motor Vehicle.
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 Medical Review Officer, the Breath Alcohol Technician, the Substance Abuse Professional, 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 Commercial Motor Vehicle 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 Commercial Motor Vehicle.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school

district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

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

G. Prescription Drugs

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

H. Testing Requirements

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances before the first time the driver performs safety-sensitive functions for the school district.
- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. In order to be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.
- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during

the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

2. Post-Accident Testing

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

3. Random Testing

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with

identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made.

- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances on duty or within four (4) hours before coming on duty. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

5. Return-To-Duty Testing. A driver found to have violated this policy shall

not return to work until a Substance Abuse Professional 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 a Substance Abuse Professional (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 a Substance Abuse Professional 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 Designated Employer Representative 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 Medical Review Officer (MRO) by the testing laboratory. The MRO reports the results to the Designated Employer Representative. 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.
- 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 Medical Review Officer (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 there is a legitimate explanation for the donor’s failure to contact him/her within seventh-two (72) hours, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether there is an acceptable medical reason for the positive result. The MRO shall confirm and

report a positive test result to the Designated Employer Representative and the employee when there is no legitimate medical reason for a positive test result as received from the testing laboratory.

- e. If, after making reasonable efforts and documenting those efforts, the Medical Review Officer (MRO) is unable to reach the donor directly, the MRO must contact the Designated Employer Representative (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 Medical Review Officer 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 Medical Review Officer within seventy-two (72) hours of being instructed to do so by the Designated Employer Representative; or
 - (3) The Medical Review Officer and the Designated Employer Representative, after making and documenting all reasonable efforts, have not been able to contact the donor with 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 Breath Alcohol Technician using an Evidential Breath Testing Device (EBT) or a Screening Test Technician using an Alcohol Screening Device (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 Alcohol Screening Device, the Designated Employer Representative will immediately arrange to use an Evidential Breath Testing Device. 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 Evidential Breath Testing Device will be required to be performed between 15 and 30 minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the Designated Employer Representative.

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 Substance Abuse Professional; 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 [*name, address, telephone number*], 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 |
|---------------|---------|

“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 Substance Abuse Professionals 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 a Substance Abuse Professional (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 a SAP evaluation or any subsequent recommended education or treatment.
- c. Drivers are responsible for payment for Substance Abuse Professional 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 Commercial Motor Vehicles who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

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

1. General Limitations

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

2. Job Applicant Testing

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

withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

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

4. Reasonable Suspicion Testing

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

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

5. Treatment Program Testing

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

6. Routine Physical Examination Testing

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

drug or alcohol test may be requested or required as part of the physical examination.

B. No Legal Duty to Test

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

C. Definitions

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

- a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
7. “Reasonable suspicion” means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
 8. “Safety-sensitive position” means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

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

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

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

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

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

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

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

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver’s license to undergo drug or alcohol testing,

the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

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

3. Notice of and Right to Test Result Report

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

4. Notice of and Right to Explain Positive Test Result

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

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

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

5. Notice of and Right to Request Confirmatory Retests

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

b. An employee or job applicant may request a confirmatory retest of

the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

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

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

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

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol

counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

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

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

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

H. Chain-of-Custody Procedures

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

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time

the sample is delivered to the laboratory;

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

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

2. Confidentiality Limitations

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

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

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

4. Privilege

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

J. Notice of Testing Policy to Affected Employees

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

V. **POSTING**

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

Legal References: Minn. Stat. §§ 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: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Adopted: _____

MSBA/MASA Model Policy 416

Orig. 1995

Revised: _____

Rev. ~~2009~~ 2015

416 DRUG AND ALCOHOL TESTING

[Note: Drug and Alcohol Testing of school bus drivers and applicants is mandatory under federal law. The mandatory testing is described under Part III. of the policy. Testing of other employees or testing of school bus drivers beyond that mandated by federal law is optional but can be done under state law only if a policy containing provisions such as the provisions of Part IV. of this policy are adopted. To preserve the right to request or require school district employees who are not bus drivers and applicants to undergo drug and/or alcohol testing or to require bus drivers to submit to testing that is not federally mandated, a school district should adopt Part IV. as part of its drug and alcohol testing policy.]

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

[Note: The federal regulations require that school districts provide materials to bus drivers explaining the school district's policies and procedures and the federal requirements with respect to the mandatory drug and alcohol testing of bus drivers. 49 C.F.R. § 382.601. Almost all of the required information is contained within this model policy. Additional materials to be provided to employees are described in Paragraph 2. of this Section C.]

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.

[Note: The federal regulations require a school district to obtain a signed statement from each driver certifying that he or she has received a copy of these materials. 49 C.F.R. § 382.601(d). The original signed certificate must be maintained by the school district and a copy may be provided to the driver.]

D. Alcohol and Controlled Substances Testing Program Manager

[Note: School districts are required by the federal regulations to designate a person to answer driver questions about the policy and the education materials described in Section C. above and to notify the drivers of the designation. 49 C.F.R. § 382.601(b)(1).]

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

[Note: The specific prohibitions for drivers are contained, in large part, in 49 C.F.R. §§ 382.201-382.215.]

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

[Note: Consequences for drivers engaging in alcohol-related conduct are described in the federal regulations. 49 C.F.R. § 382.505.]

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

[Note: 49 C.F.R. § 382.301 details the requirements for 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.

[Note: A school district is permitted, but not required, to conduct pre-employment testing for the use of alcohol. If a school district elects to require pre-employment testing for alcohol, it should include the bracketed text in Subparagraph a., above, and test all applicants uniformly.]

- 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.

[Note: The federal regulations require school districts to inquire about, obtain, and review alcohol and controlled substances information from prior employers pursuant to a driver's written authorization, prior to the time a driver performs safety-sensitive functions, if feasible. 49 C.F.R. § 382.413 and 49 C.F.R. § 40.25. If not feasible, school districts must not permit the employee to perform safety-sensitive functions for more than thirty (30) days from the date a safety-sensitive function was performed unless the school districts make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]

- 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

[Note: 49 C.F.R. § 382.303 governs post-accident testing of drivers.]

- 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

[Note: 49 C.F.R. § 382.305 governs random testing of drivers.]

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

[Note: The Federal Highway Administration (FHWA) lowered the random alcohol selection and testing rate from 25% of the average number of driver positions to 10% in 1998 and evaluates this minimum percentage each year. School districts can elect to stay at 25% (or a higher percentage) if they do not want to monitor the minimum annual percentage rate set by the FHWA. The random controlled substances selection and testing rate has remained at 50% each year and has not been lowered to 25% as is possible under the 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

[Note: 49 C.F.R. § 382.307 governs reasonable suspicion testing of drivers.]

- 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.

[Note: 49 C.F.R. §§ 382.309, 40.23(d), and 40.305 govern return-to-duty testing.]

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.

[Note: 49 C.F.R. §§ 382.311, 40.307, and 40.309 govern follow-up testing.]

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

[Note: Consequences for refusals to submit to required drug and alcohol tests are addressed generally in 49 C.F.R. §§ 40.191, 40.261, and 382.211. They are more specifically addressed in 49 C.F.R. §§ 382.501-382.507 and in 49 U.S.C. § 521(b).]

- 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

[Note: The Federal Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the DOT drug testing program. 49 C.F.R. § 40.45.]

- 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

[Note: The DOT Alcohol Testing Form (ATF) must be used for every DOT alcohol test. 49 C.F.R. § 40.225]

- 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.

[Note: The limitation on discharge in Paragraph 2., below, is contained solely in Minnesota law. State law is preempted by federal laws and regulations as it relates to drivers of commercial motor vehicles (such as bus drivers). See Minn. Stat. § 221.031, Subd. 10. Nevertheless, school districts may decide to comply with the state law requirements for various reasons (such as to treat all school district employees equally since employees subject to testing only under state law are accorded these additional rights). Consultation with the school district's legal counsel is recommended.]

- 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 [***name, address, telephone number***], 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.

[Note: The federal recordkeeping requirements for school districts are detailed in the federal regulations 49 C.F.R. §§ 382.401 et seq. and 40.331. The DOT publishes a guide to the recordkeeping requirements of mandatory drug and alcohol testing for persons with a commercial driver's license as part of its Alcohol & Drugs: DOT Compliance Manual.]

2. The required records shall be retained for the following minimum periods:

| | |
|---------------|---------|
| Basic records | 5 years |
|---------------|---------|

“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.

[Note: Subparagraphs b. and c., below, are based on the provisions of 49 C.F.R. § 40.289.]

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.

[Note: School districts are not required to comply with state law governing drug and alcohol testing when the individuals are subject to the federal laws and regulations (i.e., bus drivers). If a school district, after consultation with legal counsel, chooses to comply voluntarily with these requirements, Subparagraph b., above, can be modified as follows:

b. The school district will offer a driver an opportunity to return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if no reasons independent of the first test result for discharge exist. Otherwise, the school district may choose, but 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.

[Note: When the testing of drivers complies with federal testing requirements and procedures, school districts clearly are exempt from the state drug and alcohol testing requirements in Minn. Stat. §§ 181.950-181.957. See Minn. Stat. § 221.031, Subd. 10. When testing beyond the federally mandated requirements, however, school districts still must comply with state law.]

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.
- e 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.
67. 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: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

ATTACHMENTS TO DRUG AND ALCOHOL TESTING POLICY

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

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

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

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

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— DRIVER ACKNOWLEDGMENT —
DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

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

The District's policy was provided to me:

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

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

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

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— BUS DRIVER OR DRIVER APPLICANT —
AUTHORIZATION TO RELEASE INFORMATION

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

Employee Printed or Typed Name: _____

Employee SS or ID Number: _____

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

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

Employee Signature: _____ Date: _____

I-A.
School District Name: _____

Address: _____

Phone #: _____ Fax #: _____

Designated Employer Representative: _____

I-B.
Previous Employer Name: _____

Address: _____

Phone #: _____

Designated Employer Representative (if known): _____

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

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

1. Did the employee have alcohol tests with a result of 0.04 or higher? YES ____ NO ____

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

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

II-B.

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

Title: _____

Phone #: _____

Date: _____

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**— BUS DRIVER OR DRIVER APPLICANT —
REFUSAL TO SUBMIT TO TESTING**

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

- G Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;
- G Failing to remain at the testing site until the testing process is complete;
- G Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;
- G Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;
- G Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;
- G Failing or declining to take a second test as directed;
- G Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);
- G Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to sign the certification on the form; or
- G Having a verified adulterated or substituted test as reported by the MRO.

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

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

Date: _____

Time: _____

Signature of Employee/Applicant

Supervisor: _____

Supervisor's Signature

Comments: _____

G Employee refusal to sign

Supervisor's Initials: _____

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— PRETEST NOTICE —

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

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

[Employee Name]
[Employee Address]

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

NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

Test Results:

Independent School District No. ____, _____, Minnesota has received the test result report from the testing laboratory:

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

Test Result Report:

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

Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

Right to Request Confirmatory Retests:

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

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

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

Other Rights:

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

A. Employee Discharge and Discipline

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

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

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the

program before its completion or by a positive test result on a confirmatory test after completion of the program.

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

B. Withdrawal of Applicant's Job Offer

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

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

EXPLANATION OF POSITIVE TEST RESULT

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

I am currently taking or have recently taken:

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

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

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

**— ACKNOWLEDGMENT —
DRUG AND ALCOHOL TESTING POLICY**

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

The District's policy was provided to me:

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

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

ATTACHMENTS TO DRUG AND ALCOHOL TESTING POLICY

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

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

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

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

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— DRIVER ACKNOWLEDGMENT —
DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

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

The District's policy was provided to me:

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

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

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

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— BUS DRIVER OR DRIVER APPLICANT —

AUTHORIZATION TO RELEASE INFORMATION

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

Employee Printed or Typed Name: _____

Employee SS or ID Number: _____

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

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

Employee Signature: _____ Date: _____

Section I-A.

School District Name: _____

Address: _____

Phone #: _____ Fax #: _____

Designated Employer Representative: _____

Section I-B.

Previous Employer Name: _____

Address: _____

Phone #: _____

Designated Employer Representative (if known): _____

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

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

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

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

Section II-B.

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

Title: _____

Phone #: _____

Date: _____

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**— BUS DRIVER OR DRIVER APPLICANT —
REFUSAL TO SUBMIT TO TESTING**

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

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

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

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

Date: _____

Time: _____

Signature of Employee/Applicant

Supervisor: _____

Supervisor's Signature

Comments: _____

Employee refusal to sign

Supervisor's Initials: _____

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— PRETEST NOTICE —

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

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

[Employee Name]
[Employee Address]

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

NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

Test Results:

Independent School District No. ____, _____, Minnesota has received the test result report from the testing laboratory:

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

Test Result Report:

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

Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

Right to Request Confirmatory Retests:

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

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

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

Other Rights:

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

A. Employee Discharge and Discipline

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

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

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

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

B. Withdrawal of Applicant's Job Offer

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

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

EXPLANATION OF POSITIVE TEST RESULT

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

I am currently taking or have recently taken:

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

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

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— ACKNOWLEDGMENT —
DRUG AND ALCOHOL TESTING POLICY

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

The District's policy was provided to me:

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

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

1st Reading 11/27/2006
2nd Reading: 12/18/2006
Approved: 03/22/2007
Revised: 08/26/2013

425 STAFF DEVELOPMENT

I. PURPOSE

The purpose of this policy is to establish a staff development program and structure to carry out planning and reporting on staff development that supports improved student learning.

II. ADVISORY STAFF DEVELOPMENT COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAMS

A. The School Board will establish an Advisory Staff Development Committee to develop a Staff Development Plan, assist Site Professional Development Teams in developing a site plan consistent with the goals of the Staff Development Plan, and evaluate staff development efforts at the site level.

1. The majority of the membership of the Advisory Staff Development Committee shall consist of teachers representing various grade levels, subject areas, and special education. The Committee also will include nonteaching staff, parents and administrators.
2. Members of the Advisory Staff Development Committee shall be appointed by the building principals, with input from the Site Professional Development teams.

B. The School Board will establish the Site Professional Development Teams.

1. Members of the Site Professional Development Teams will be appointed by the building principals.
2. The majority of the Site Professional Development Teams shall be teachers representing various grade levels, subject areas and special education.

III. DUTIES OF THE ADVISORY STAFF DEVELOPMENT COMMITTEE

A. The Advisory Staff Development Committee will develop a Staff Development Plan which will be reviewed and subject to approval by the School Board annually.

B. The Staff Development Plan must contain the following elements:

1. Staff development outcomes which are consistent with the education

outcomes as may be determined periodically by the School Board;

2. The means to achieve the Staff Development outcomes;
3. The procedures for evaluating progress at each school site toward meeting educational outcomes consistent with relicensure requirements under Minn. Stat. § 122A.18, Subd. 4;
4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:
 - a. Improve student achievement of state and local education standards in all areas of the curriculum by using best practices methods;
 - b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, and gifted children, within the regular classroom and other settings;
 - c. Provide an inclusive curriculum for a racially, ethnically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;
 - d. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;
 - e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;
 - f. Effectively deliver digital and blended learning and curriculum and engage students with technology; and
 - g. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.
5. The Staff Development Plan also must:
 - a. Support stable and productive professional communities achieved through ongoing and schoolwide progress and growth in teaching practice;
 - b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;
 - c. Maintain a strong subject matter focus premised on students'

learning goals;

- d. Ensure specialized preparation and learning about issues related to teaching students with special needs and limited English proficiency; and
 - e. Reinforce national and state standards of effective teaching practice.
6. Staff development activities must:
- a. Focus on the school classroom and research-based strategies that improve student learning;
 - b. Provide opportunities for teachers to practice and improve their instructional skills over time;
 - c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;
 - d. Enhance teacher content knowledge and instructional skills, including to accommodate the delivery of digital and blended learning and curriculum and engage students with technology;
 - e. Align with state and local academic standards;
 - f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring; and
 - g. Align with the plan, if any, of the district or site for an alternative teacher professional pay system.
7. Staff development activities may include curriculum development and curriculum training programs, and activities that provide teachers and other members of site-based teams training to enhance team performance.
8. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.
- C. The Advisory Staff Development Committee will assist Site Professional Development Teams in developing a site plan consistent with the goals and outcomes of the Staff Development Plan.
- D. The Advisory Staff Development Committee will evaluate staff development efforts at the site level and will report to the School Board annually the extent to which staff at the site have met the outcomes of the Staff Development Plan.

- E. The Advisory Staff Development Committee shall assist the School District in preparing any reports required by the Department of Education relating to staff development including, but not limited to, the reports referenced in Section VII. below.

IV. DUTIES OF THE SITE PROFESSIONAL DEVELOPMENT TEAM

- A. Each Site Professional Development Team shall develop a site plan, consistent with the goals of the Staff Development Plan. The School Board will review the site plans for consistency with the Staff Development Plan twice a year.*
- B. The Site Professional Development Team must demonstrate to the School Board the extent to which staff at the site have met the outcomes of the Staff Development Plan. The actual reports to the School Board can be made by the Advisory Staff Development Committee to avoid duplication of effort.
- C. If the School Board determines that staff development outcomes are not being met, it may withhold a portion of the initial allocation of revenue referenced in Section V. below.

V. STAFF DEVELOPMENT FUNDING

- A. Unless the School District is in statutory operating debt or a majority of the School District Board and a majority of its licensed teachers annually vote to waive the requirement to reserve basic revenue for staff development, the School District will reserve an amount equal to at least two percent of its basic revenue for: in-service education for violence prevention programs to help students learn how to resolve conflicts within their families and communities in non-violent, effective ways; staff development plans; curriculum development and programs; other in-service education; teachers' workshops; teacher conferences; the cost of substitute teachers for staff development purposes; preservice and in-service education for special education professionals and paraprofessionals; and other related costs for staff development efforts. The school district also may use the revenue reserved for staff development for grants to the school district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. In order to receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.
- B. The School District may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs.
- C. If the School District operates a career teacher program, it will reserve from its basic revenue an amount equal to five dollars (\$5) times the number of resident pupil units to provide staff development for the career teacher program.
- D. Release time provided for teachers to supervise students on field trips and school

activities, or independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing report cards, calculating grades, or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minn. Stat. § 122A.61.

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

- A. On a yearly basis, the Advisory Staff Development Committee, with the assistance of the Site Professional Development Teams, shall prepare a projected budget setting forth proposals for allocating staff development funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.
- B. Upon approval of the budget by the School Board, the Advisory Committee shall be responsible for monitoring the use of such funds in accordance with the Staff Development Plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the Staff Development Plan. All costs/expenditures will be reviewed by the School Board and/or Superintendent for consistency with the Staff Development Plan on a quarterly basis.
- C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.

VII. REPORTING

- A. By October 15 of each year, the School District and site staff development committee shall prepare a report of the previous fiscal year's staff development activities and expenditures and submit it to the Commissioner of the Department of Education (Commissioner).
 - 1. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.
 - 2. The report will provide a breakdown of expenditures for:
 - a. curriculum development and curriculum training programs;
 - b. staff development training models, workshops, and conferences; and

- c. the cost of releasing teachers or providing substitute teachers for staff development purposes.

The report also must indicate whether the expenditures were incurred at the district level or the school site level, and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff development revenue. These expenditures must be reported using the uniform financial and accounting and reporting standards (UFARS).

- B. The School District will utilize the reporting form and/or system designated by the Commissioner. The report will be signed by the superintendent and staff development chair.

Legal References: Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120B.22, Subd. 2 (Violence Prevention Education)
Minn. Stat. § 122A.18, Subd. 4 (Board to Issue Licenses; Expiration and Renewal)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination - Additional Staff Development and Salary)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions - Additional Staff Development and Salary)
Minn. Stat. § 122A.60 (Staff Development Program)
Minn. Stat. § 122A.61 (Reserved Revenue for Staff Development)
Minn. Stat. § 126C.10, Subds. 2 and 2b (General Education Revenue)
Minn. Stat. § 126C.13, Subd. 5 (General Education Levy and Aid)

Cross References:

Adopted: _____

MSBA/MASA Model Policy 425

Orig. 2001

Revised: _____

Rev. ~~2014~~ 2016

425 STAFF DEVELOPMENT

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to establish a staff development program and structure to carry out planning and reporting on staff development that supports improved student learning.

II. ADVISORY STAFF DEVELOPMENT COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAMS

- A. The school board will establish an Advisory Staff Development Committee to develop a Staff Development Plan, assist Site Professional Development Teams in developing a site plan consistent with the goals of the Staff Development Plan, and evaluate staff development efforts at the site level.
1. The majority of the membership of the Advisory Staff Development Committee shall consist of teachers representing various grade levels, subject areas, and special education. The Committee also will include nonteaching staff, parents, and administrators.
 2. Members of the Advisory Staff Development Committee shall be appointed by the school board. Committee members shall serve a two-year term* based upon nominations by board members, teachers, and paraprofessionals. The school board shall appoint replacement members of the Advisory Staff Development Committee as soon as possible following the resignation, death, serious illness, or removal of a member from the Committee.
- B. The school board will establish the Site Professional Development Teams.
1. Members of the Site Professional Development Teams will be appointed by the school board. Team members shall serve a two-year term* based upon nominations by board members, teachers, and paraprofessionals. The school board shall appoint replacement members of the Site Professional Development Teams as soon as possible following the resignation, death, serious illness, or removal of a member from the Team.

* This time period may be changed to accommodate individual school district needs.

2. The majority of the Site Professional Development Teams shall be teachers representing various grade levels, subject areas, and special education.

III. DUTIES OF THE ADVISORY STAFF DEVELOPMENT COMMITTEE

- A. The Advisory Staff Development Committee will develop a Staff Development Plan which will be reviewed and subject to approval by the school board twice a year.*
- B. The Staff Development Plan must contain the following elements:
 1. Staff development outcomes which are consistent with the education outcomes as may be determined periodically by the school board;

[Note: The board-determined education outcomes for your district could be inserted here.]

2. The means to achieve the Staff Development outcomes;
3. The procedures for evaluating progress at each school site toward meeting educational outcomes consistent with relicensure requirements under Minn. Stat. § 122A.18, Subd. 4;
4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:
 - a. Improve student achievement of state and local education standards in all areas of the curriculum, including areas of regular academic and applied and experiential learning, by using research-based best practices methods;
 - b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, English learners, and gifted children, within the regular classroom, applied and experiential learning settings, and other settings;
 - c. Provide an inclusive curriculum for a racially, ethnically, linguistically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;
 - d. Improve staff collaboration and develop mentoring and peer

* This time period may be changed to accommodate individual school district needs.

coaching programs for teachers new to the school or district;

- e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;
- f. Effectively deliver digital and blended learning and curriculum and engage students with technology; and
- g. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.

5. The Staff Development Plan also must:

- a. Support stable and productive professional communities achieved through ongoing and schoolwide progress and growth in teaching practice;
- b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;
- c. Maintain a strong subject matter focus premised on students' learning goals consistent with Minn. Stat. § 120B.125;
- d. Ensure specialized preparation and learning about issues related to teaching English learners and students with special needs by focusing on long-term systemic efforts to improve educational services and opportunities and raise student achievement; and
- e. Reinforce national and state standards of effective teaching practice.

6. Staff development activities must:

- a. Focus on the school classroom and research-based strategies that improve student learning;
- b. Provide opportunities for teachers to practice and improve their instructional skills over time;
- c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;
- d. Enhance teacher content knowledge and instructional skills, including to accommodate the delivery of digital and blended learning and curriculum and engage students with technology;

- e. Align with state and local academic standards;
 - f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring;
 - g. Align with the plan, if any, of the district or site for an alternative teacher professional pay system;
 - h. Provide teachers of English learners, including English as a second language, and content teachers with differentiated instructional strategies critical for ensuring students long-term academic success, the means to effectively use assessment data on the academic literacy, oral academic language, and English language development of English learners, and skills to support native and English language development across the curriculum; and
 - i. Provide opportunities for staff to learn about current workforce trends, the connections between workforce trends and postsecondary education, and training options, including career and technical education options.
7. Staff development activities may include curriculum development and curriculum training programs and activities that provide teachers and other members of site-based teams training to enhance team performance.
8. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.

[Note: To the extent the school board offers K-12 teachers the opportunity for more staff development training under Minn. Stat. § 122A.40, Subds. 7 and 7a, or Minn. Stat. § 122A.41, Subds. 4 and 4a, such additional days of staff development should include peer mentoring, peer gathering, continuing education, professional development, or other training which enable teachers to achieve the staff development outcomes enumerated above in Section III.B.4.]

- C. The Advisory Staff Development Committee will assist Site Professional Development Teams in developing a site plan consistent with the goals and outcomes of the Staff Development Plan.
- D. The Advisory Staff Development Committee will evaluate staff development efforts at the site level and will report to the school board on a quarterly basis* the

* This time period may be changed to accommodate individual school district needs.

extent to which staff at the site have met the outcomes of the Staff Development Plan.

- E. The Advisory Staff Development Committee shall assist the school district in preparing any reports required by the Department of Education relating to staff development including, but not limited to, the reports referenced in Section VII. below.

IV. DUTIES OF THE SITE PROFESSIONAL DEVELOPMENT TEAM

- A. Each Site Professional Development Team shall develop a site plan, consistent with the goals of the Staff Development Plan. The school board will review the site plans for consistency with the Staff Development Plan twice a year.*
- B. The Site Professional Development Team must demonstrate to the school board the extent to which staff at the site have met the outcomes of the Staff Development Plan. The actual reports to the school board can be made by the Advisory Staff Development Committee to avoid duplication of effort.
- C. If the school board determines that staff development outcomes are not being met, it may withhold a portion of the initial allocation of revenue referenced in Section V. below.

V. STAFF DEVELOPMENT FUNDING

- A. Unless the school district is in statutory operating debt or a majority of the school board and a majority of its licensed teachers annually vote to waive the requirement to reserve basic revenue for staff development, the school district will reserve an amount equal to at least two percent of its basic revenue for: in-service education for violence prevention programs to help students learn how to resolve conflicts within their families and communities in non-violent, effective ways; staff development plans; curriculum development and programs; other in-service education; teachers' workshops; teacher conferences; the cost of substitute teachers for staff development purposes; preservice and in-service education for special education professionals and paraprofessionals; and other related costs for staff development efforts. The school district also may use the revenue reserved for staff development for grants to the school district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. In order to receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.
- B. The school district may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs.
- C. Release time provided for teachers to supervise students on field trips and school activities, or independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing report cards, calculating

grades, or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minn. Stat. § 122A.61.

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

- A. On a yearly* basis, the Advisory Staff Development Committee, with the assistance of the Site Professional Development Teams, shall prepare a projected budget setting forth proposals for allocating staff development funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.
- B. Upon approval of the budget by the school board, the Advisory Committee shall be responsible for monitoring the use of such funds in accordance with the Staff Development Plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the Staff Development Plan. All costs/expenditures will be reviewed by the school board and/or superintendent for consistency with the Staff Development Plan on a quarterly basis.*
- C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.

VII. REPORTING

- A. ~~By October 15 of each year, the~~ The school district and site staff development committee shall prepare a report of the previous fiscal year's staff development activities and expenditures ~~and submit it to the Commissioner of the Department of Education (Commissioner)~~ as part of the school district's world's best workforce report.
 1. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.
 2. The report will provide a breakdown of expenditures for:
 - a. Curriculum development and curriculum training programs;

* This time period may be changed to accommodate individual school district needs.

- b. Staff development training models, workshops, and conferences; and
- c. The cost of releasing teachers or providing substitute teachers for staff development purposes.

The report also must indicate whether the expenditures were incurred at the district level or the school site level and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff development revenue. These expenditures must be reported using the uniform financial and accounting and reporting standards (UFARS).

- B. ~~The school district will utilize the reporting form and/or system designated by the Commissioner.~~ The report will be signed by the superintendent and staff development chair.

Legal References: Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.22, Subd. 2 (Violence Prevention Education)
Minn. Stat. § 122A.18, Subd. 4 (Board to Issue Licenses; Expiration and Renewal)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination - Additional Staff Development and Salary)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions - Additional Staff Development and Salary)
Minn. Stat. § 122A.60 (Staff Development Program)
Minn. Stat. § 122A.61 (Reserved Revenue for Staff Development)
Minn. Stat. § 126C.10, Subds. 2 and 2b (General Education Revenue)
Minn. Stat. § 126C.13, Subd. 5 (General Education Levy and Aid)

Cross References:

1st Reading: 5/26/2015
2nd Reading: 6/22/2015
Approved: 9/28/2015

427 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS

I. PURPOSE

The purpose of this policy is to establish general parameters for determining the workload limits of special education staff who provide services to children with disabilities receiving direct special education services 60 percent or less of the instructional day.

II. DEFINITIONS

A. Special Education Staff; Special Education Teacher

“Special education staff” and “special education teacher” both mean a teacher employed by the school district who is licensed under the rules of the Minnesota Board of Teaching to instruct children with specific disabling conditions.

B. Direct Services

“Direct services” means special education services provided by a special education teacher when the services are related to instruction, including cooperative teaching.

C. Indirect Services

“Indirect services” means special education services provided by a special education teacher which include ongoing progress reviews; cooperative planning; consultation; demonstration teaching; modification and adaptation of the environment, curriculum, materials, or equipment; and direct contact with children with disabilities to monitor and observe.

D. Workload

“Workload” means a special education teacher’s total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

III. GENERAL STATEMENT OF POLICY

A. Workload limits for special education teachers shall be determined by the

appropriate special education administrator, in consultation with the building principal and the superintendent.

- B. In determining workload limits for special education staff, the school district shall take into consideration the following factors: student contact minutes, evaluation and reevaluation time, indirect services, management of IEPs, travel time, and other services required in the IEPs of eligible students.

IV. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED

This policy shall not be construed as a reopening of negotiations between the school district and the special education teachers' exclusive representative, nor shall it be construed to alter or limit in any way the managerial rights or other authority of the school district set forth in the Public Employers Labor Relations Act or in the collective bargaining agreement between the school district and the special education teachers' exclusive representative.

Legal References: Minn. Stat. § 179A.07, Subd. 1 (Inherent Managerial Policy)
Minn. Rule 3525.0210, Subps. 14, 27, 44, and 49 (Definitions of "Direct Services," "Indirect Services," "Teacher," and "Workload")
Minn. Rule 3525.2340, Subp. 4.B. (Case Loads for School-Age Educational Service Alternatives)

Cross References: MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
MSBA/MASA Model Policy 608 (Instructional Services – Special Education)

Adopted: _____

MSBA/MASA Model Policy 427
Orig. 2015

Revised: _____

427 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS

[Note: School districts are required by Minn. Rule 3525.2340, Subp. 4.B., to have a policy for determining the workload limits of special education staff who provide services to students who receive direct special education services 60 percent or less of the instructional day.]

*[Note: Minn. Stat. § 179A.07, Subd. 1, of the Public **Employers Employment** Labor Relations Act (PELRA) provides that a public employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, the organizational structure, selection of personnel, and direction and number of personnel. MSBA's position is that this policy is not a mandatory subject of bargaining. School districts, therefore, are cautioned to not relinquish their inherent managerial right to determine workload limits for special education teachers.]*

I. PURPOSE

The purpose of this policy is to establish general parameters for determining the workload limits of special education staff who provide services to children with disabilities receiving direct special education services 60 percent or less of the instructional day.

II. DEFINITIONS

A. Special Education Staff; Special Education Teacher

“Special education staff” and “special education teacher” both mean a teacher employed by the school district who is licensed under the rules of the Minnesota Board of Teaching to instruct children with specific disabling conditions.

B. Direct Services

“Direct services” means special education services provided by a special education teacher when the services are related to instruction, including cooperative teaching.

C. Indirect Services

“Indirect services” means special education services provided by a special education teacher which include ongoing progress reviews; cooperative planning; consultation; demonstration teaching; modification and adaptation of the environment, curriculum, materials, or equipment; and direct contact with children

with disabilities to monitor and observe.

D. Workload

“Workload” means a special education teacher’s total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

III. GENERAL STATEMENT OF POLICY

- A. Workload limits for special education teachers shall be determined by the appropriate special education administrator, in consultation with the building principal and the superintendent.
- B. In determining workload limits for special education staff, the school district shall take into consideration the following factors: student contact minutes, evaluation and reevaluation time, indirect services, management of IEPs, travel time, and other services required in the IEPs of eligible students.

IV. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED

This policy shall not be construed as a reopening of negotiations between the school district and the special education teachers’ exclusive representative, nor shall it be construed to alter or limit in any way the managerial rights or other authority of the school district set forth in the Public ~~Employers~~ Employment Labor Relations Act or in the collective bargaining agreement between the school district and the special education teachers’ exclusive representative.

Legal References: Minn. Stat. § 179A.07, Subd. 1 (Inherent Managerial Policy)
Minn. Rule 3525.0210, Subps. 14, 27, 44, and 49 (Definitions of “Direct Services,” “Indirect Services,” “Teacher,” and “Workload”)
Minn. Rule 3525.2340, Subp. 4.B. (Case Loads for School-Age Educational Service Alternatives)

Cross References: MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
MSBA/MASA Model Policy 608 (Instructional Services – Special Education)