

Regular Meeting
Monday, May 5, 2025 6:00 PM

Council Chambers
City of Mendota Heights
1101 Victoria Curve
Mendota Heights, MN 55118

Agenda

1. Listening Session - 5:00 p.m.
Presenter: Jon Vaupel, Facilitator; Randi Walz, Recorder
2. Call Meeting to Order and Recite Pledge of Allegiance - 6:00 p.m.
Presenter: Sarah Larsen, Chair
3. Approval of the Agenda
Presenter: Sarah Larsen, Chair
4. Approval of the Consent Agenda
Presenter: Sarah Larsen, Chair
 - 4.A. Approval of Minutes of the April 21, 2025 Regular School Board Meeting
 - 4.B. Approval of Personnel Recommendations
 - 4.C. Approval of Annual Designation of Identified Official with Authority for the Minnesota Department of Education
 - 4.D. Approval of Resolution of Support for the 2025-2026 Safe Routes to School BOOST Grant
 - 4.E. Final Reading of Policy 416, Drug and Alcohol Testing
 - 4.F. Final Reading of Policy 418, Drug Free Workplace/Drug Free School
 - 4.G. Second Reading of Policy 535, Service Animals in the Schools
 - 4.H. Approval of Field Trip for Two Rivers High School Boys Basketball
 - 4.I. Approval of Bid Award for Milk and Dairy Products
 - 4.J. Approval of Award for Food Service Paper and Supplies for the FY2025-2027 School Years
5. Listening Session Report - 6:05 p.m.
6. Recognitions - 6:10 p.m.
Confluence Contributors
Bilingual Seals
Student Representatives Nawal Hassan and Patrick Bohmbach
Presenter: Superintendent Peter Olson-Skog
7. Student Representative's Report - 6:30 p.m.
Presenter: Patrick Bohmbach and Nawal Hassan
8. Superintendent's Report - 6:35 p.m.
Presenter: Superintendent Peter Olson-Skog
9. Equity Advisory Committee Update - 6:40 p.m.
Presenter: Peter Mau, Assistant Superintendent
10. Strategic Framework Equity Target Update - 7:00 p.m.
Presenter: Peter Mau, Assistant Superintendent
11. Early Learning Advisory Committee Update - 7:20 p.m.
Presenter: Laurie Hume, Assistant Director of Early Learning
12. Special Education Advisory Committee Update - 7:40 p.m.

Presenter: Sara Lein, Director of Special Services

13. Action Item - Approval of FY26 Health and Dental Insurance Recommendations - 8:00 p.m.

Presenter: Tye Michaels, Director of Human Resources

14. Action Item - Approval of Friendly Hills Middle School Ventilation Project Change Order - 8:10 p.m.

Presenter: Mark Fortman, Director of Operations

15. Action Item - Approval of Heritage Middle School Ventilation Project Change Order - 8:20 p.m.

Presenter: Mark Fortman, Director of Operations

16. Adjournment - 8:30 p.m.

Presenter: Sarah Larsen, Chair

School District 197
West St. Paul-Mendota Heights-Eagan Area Schools
Meeting and Work Session
Monday, April 21, 2025
ISD 197 District Office, Mendota Heights, MN

A meeting of the School Board of Independent School District 197 was held Monday, April 21, 2025, at the ISD 197 District Office, 1897 Delaware Avenue, Mendota Heights, MN, beginning at 5:00 p.m. pursuant to due notice.

Chair Larsen called the meeting to order at 5:00 p.m. The following School Board members were present: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, and Randi Walz. Superintendent Peter Olson-Skog was present. Student Representatives Patrick Bohmbach and Nawal Hassan were absent.

Also present for the meeting was Peter Mau, Assistant Superintendent; Sara Lein, Director of Special Services; Tye Michaels, Director of Human Resources; Mark Fortman, Director of Operations; Sara Blair, Director of Communications; and Lisa Grathen, Director of Community Education.

Agenda

It was moved by Ms. Steele and seconded by Mr. Schwab to approve the main agenda as presented.

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

Consent Agenda

It was moved by Mr. Vaupel and seconded by Mr. Hill to approve the consent agenda items as presented:

- Approval of Minutes of April 7, 2025 Regular School Board Meeting
- Approval of Personnel Recommendations
- Final Reading of Policy 506, Student Discipline
- Approval to Rescind Policy 430, Vaccination, Testing and Face Coverings
- Administrative Review of Policy 722, Public Data Requests
- Administrative Review of Policy 807. Health and Safety
- Approval of Termination and Nonrenewal of Probationary Teaching Contracts
- Approval of Field Trip for Two Rivers High School Speech Students in May
- Approval of Field Trip for Two Rivers High School Speech Students in June
- Second Reading of Policy 418, Drug Free Workplace/Drug Free School

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

Comments to the School Board

No one was in attendance to provide comments to the School Board.

Action Item - Approval of FY26 Health and Dental Insurance Recommendations

Tye Michaels, Director of Human Resources, presented a FY26 health and dental insurance recommendation. The Labor-Management Committee (LMC) meets throughout the school year to review health and dental insurance supported by the district's benefits consultant (One Digital). It includes union leadership from each bargaining unit, a School Board representative, and school district administration.

School districts must obtain bids every two years under the Health Insurance Transparency Act (HITA). As a self-insured school district, the purpose of the bidding process is to select a third-party administrator who coordinates billing and coverage between the employees and the healthcare providers. The LMC completed the HITA bid process and recommended Health Partners as the third-party administrator. The administration agreed with the LMC and recommended that the board approve Health Partners as the district's third-party administrator.

It was moved by Ms. Steele and seconded by Mr. Aune to approve Health Partners as the FY26 health and dental insurance third party administrator for School District 197.

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

Second Reading of Policy 416, Drug and Alcohol Testing

Tye Michaels, Director of Human Resources, presented a second reading of Policy 416, Drug and Alcohol testing. A first reading was presented to board members at their meeting on February 18. To recap the proposed changes presented at that meeting:

- The title of the policy now includes cannabis testing and you will see the addition of that language throughout the policy.
- Under Section II, General Statement of Policy, item F was added as it goes into greater detail about the various forms of cannabis.
- Under Section III, Federally Mandated Drug and Alcohol Testing for School Bus Drivers:
 - Under B and C, additional definitions and detail were added
 - Under G, additional definition was added as it relates to cannabinoid products
 - Under H, new language was added for school districts to conduct full pre-employment queries through a federal Clearinghouse as required by federal law
 - Under M, a section on personal information was added as it relates to required reporting to the federal Clearinghouse
 - Items Q and R were added as it again relates to language on the federal Clearinghouse
- Under Section IV, Drug and Alcohol Testing for Other Employees, cannabis testing language was added and the definitions section was moved up from where it currently was in the current policy.
- Also Under Section IV, more detail was added as it relates to cannabis testing as well

as a new section required by recent change in legislation as it relates to oral fluid testing.

- The list of legal references was updated.
- This policy references a number of attachments and those are included.

For questions identified by the board at the February 18 meeting, the administration provided rationale as to why it does not recommend changes to what was included in the first reading. These are described below:

- Section I.A -the board expressed concerns about the tone of this section as it relates to permissible recreational use of cannabis. This section is not needed and has been removed.
- Throughout the policy, there are instances that list different types of drugs and alcohol. The board wondered why ‘cannabis’ was included in some areas but not others. Legal counsel reviewed the policy and only recommended adding it in one section, given that its absence in other sections was intentional due to related laws and statutes. The only location where ‘cannabis’ was added in the second reading was Section II.D in the last sentence.
- Board members discussed concerns about cannabis testing and how staff would be able to discriminate between permissible use versus non-permissible use. Legal counsel did not recommend changes to the related portions of the policy, but did offer the following constraints around testing that might alleviate some concerns:
 - *The District may only test other employees for cannabis use in two circumstances: Random testing for employees in safety-sensitive positions (which likely would not be many, if any, employees outside of those who fall within federal drug testing regulations) Reasonable suspicion testing - Reasonable suspicion testing only occurs when the District has some reason to believe that the employee is under the influence, like the employee exhibiting indicators of intoxication or being in possession of cannabis. In addition, if the test results are positive, the employee has the opportunity under both Minnesota law and Policy 416 to explain any positive test results.*

Additionally, the words “and cannabis” were added to the title of the policy, to the title of Section III, and in the description under Section V, Posting. It was also added to the title of Attachment A of the policy. This will be brought back for a third reading at a future board meeting via the consent agenda.

First Reading of Policy 535, Service Animals in the Schools

Peter Mau, Assistant Superintendent, presented a first reading of Policy 535, Service Animals in the Schools. This optional policy was adopted in May of 2022. One of the district sites had a student who used a service animal, and staff determined that having a policy to govern service animals in the district would benefit both families and staff. Federal and state laws govern the use of service animals. This policy reflects applicable laws. There are a number of changes to the policy. The changes fall into three categories: rearranging of content, modification of content, and additional content. Changes are made to align with the MSBA model policy language. This will be brought back for a second reading at a future board meeting via the consent agenda.

Adjournment

It was moved by Mr. Schwab and seconded by Ms. Walz to adjourn the meeting at 5:19 p.m.

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

The next regularly scheduled School Board meeting of Independent School District 197 will be on Monday, May 5, 2025 at 6:00 p.m. It will be held at the City of Mendota Heights Council Chambers, 1101 Victoria Curve, Mendota Heights, MN.

Upon approval by the School Board, official minutes will be available at the District Office, 1897 Delaware Avenue, Mendota Heights, and on the district website. The full meeting materials are available for public inspection at the administrative offices of the school district and on the district website.

Sarah Larsen
School Board Chair

Jon Vaupel
School Board Clerk



1897 Delaware Avenue
Mendota Heights, MN 55118
P 651.403.7006 F 651.403.7010
www.isd197.org

TO: School District 197 School Board Members

FROM: Tye Michaels, Director of Human Resources

DATE: May 5, 2025

SUBJECT: PERSONNEL RECOMMENDATIONS

The following personnel items are recommended for approval on May 5, 2025, at the School Board Meeting.

Non-Licensed Employment

- Bakken, Maxwell - 8 hours a day Building and Grounds Float District Wide, at an hourly rate of \$20.31, effective April 28, 2025.
- Wagner, Heidi - 6.25 hours per day Special Education Paraprofessional at Friendly Hills Middle School, at an hourly rate of \$23.21, effective April 22, 2025.
- Wagner, Lauren - 5.5 hours per day, Special Education Paraprofessional at Heritage Middle School, at an hourly rate of \$23.21, effective April 28, 2025.
- McDonald, Nora - 3.75 hours per day, Kitchen Assistant at Friendly Hills Middle School, at an hourly rate of \$18.48, effective April 21, 2025.

Licensed Leaves of Absence

- Lennox, Brianna - 1.0 FTE Guidance Counselor at Mendota Elementary, childcare leave of absence requested August 25, 2025 through June 9, 2026.

Licensed Resignation, Retirement, Termination

- Scott, Courtney - 1.0 FTE Special Education Teacher at Somerset Elementary School, resignation effective June 30, 2025.

Non-Licensed Resignation, Retirement, Termination

- Smith, Jan - 5.5 hours a day Special Education Paraprofessional at Somerset Elementary School, retirement effective July 31, 2025.

DATE: May 5, 2025

Education Identity & Access Management Board Resolution

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local education agency that uses the Education Identity Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local education agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties and will revoke that user's access when it is no longer needed to perform their job duties.

Your school board or equivalent governing board must designate an IOwA to authorize user access to State of Minnesota Education secure websites for your organization. This EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority.

It is strongly recommended that only one person at the local education agency or organization (the Superintendent or Director) is designated as the IOwA. The IOwA will grant the IOwA Proxy role(s).

Designation of the Identified Official with Authority for Education Identity Access Management

Organization Name: West St. Paul/Mendota Heights/Eagan Area Schools

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000): 0197-01

The Director recommends the Board authorize the below named individual(s) to act as the Identified Official with Authority (IOwA) for this organization:

Print Name: Peter Olson-Skog

Title: Superintendent

Board Member Signature: _____

Name: Sarah Larsen, Chair

Date: May 5, 2025

Once the EDIAM Board Resolution is completed, scan and send it to: useraccess.mde@state.mn.us

To: School Board Members

From: Meghan Bernard, Sustainability Manager

Date: May 5, 2025

Re: Resolution of Support for the 2025-26 Safe Routes to School BOOST Grant

BACKGROUND:

In January 2025, we applied for a MN Dept of Transportation Safe Routes to School (SRTS) BOOST grant to provide bike helmets, locks, and additional bike racks for our schools. The goal of this grant was to increase access to biking for School District 197 students. While most of our schools have bike racks, some have requested additional bike racks as more students are biking to school. In addition, some students lack a helmet or bike lock. Access to helmets and locks will help students bike to school safely and keep their bike safe at school.

In March, we were notified that we were awarded the grant. The \$14,000 grant will provide five additional bike racks: three at Two Rivers High School, one at Mendota, and one at Moreland Elementary, 75 youth helmets, 75 adult helmets, and 50 bike locks. The helmets and locks will be distributed to the schools. Schools will be responsible for renting them out to students and will remain property of School District 197.

The grant requires a school board Resolution of Support for the SRTS BOOST grant. Please see the supporting documents, including the grant funding spreadsheet and draft resolution. The grant activities can begin upon adoption of the resolution. We plan to have all equipment in place and available to students when school resumes in Sept 2025.

RESOLUTION:

See attached resolution.

School District 197
RESOLUTION FOR SAFE ROUTES TO SCHOOL (SRTS) BOOST GRANT

WHEREAS, the Minnesota Department of Transportation (MnDOT) Safe Routes to School Program assists schools and communities by making it safer for children to walk and bike to school; and

WHEREAS, MnDOT Safe Routes to School Program solicits applications to enable schools and communities to implement Safe Route to School non-infrastructure activities; and

WHEREAS, if School District 197 is awarded a SRTS Boost Grant, these funds would be used to provide non-infrastructure activities to local communities to develop Safe Routes to School initiatives that increase safety and encourage more children to walk and bicycle to school; and

WHEREAS, no local match funding is required; and

WHEREAS, SRTS Boost grant activities will commence after the grant agreement is fully executed.

THEREFORE, BE IT RESOLVED:

1. That School District 197 authorizes the **Director of Operations** to enter into a grant agreement with the Minnesota Department of Transportation for financial assistance to fund a Safe Routes to School Boost Grant and eligible expenses.
2. That the **Director of Operations** is authorized to execute such Agreement and any amendment(s).

Adopted and approved at a duly called meeting this ____ day of _____, 2025.

Sarah Larson, School Board Chair

Attest:

Jon Vaupel, School Board Clerk

Item	Unit	Unit Price	Quantity	Total	Justification
5 Loop style bike racks that will fit 11 bikes on each rack	Bike Rack	\$1,056.95	5	\$5,708.71	5 Loop style bike racks that will fit 11 bikes on each rack. Two Rivers High School would use 3 of the racks, Moreland and Mendota Elementary Schools would use 1 rack each. Bike racks are to be purchased so children feel safe leaving their bikes locked outside the building during the school day. In addition, increase school-wide encouragement and climate around biking to school.
Bike Rental/loaner Equipment Supplies	Youth Helmet	\$30.75	75	\$2,306.25	Students need helmets to safely ride to school. Not all families can afford helmets. We would provide them through a bike equipment rental program with the school. 42 of them helmets are replacements from bike helmets purchased in 2019 with the district's bike fleet; those helmets are worn out and should be updated for student safety.
Bike Rental/loaner Equipment Supplies	Adult Helmet	\$39.99	75	\$2,999.25	Students need helmets to safely ride to school. Not all families can afford helmets. We would provide them through a bike equipment rental program with the school. 42 of them helmets are replacements from bike helmets purchased in 2019 with the district's bike fleet; those helmets are worn out and should be updated for student safety.
Bike Rental Equipment Supplies	Bike Locks	\$66.95	50	\$3,347.50	50 combination bike locks will be purchased as a part of the district's bike rental equipment program. Allowing equity for students to safely store their bikes at school during the school day.
Total Project Budget				\$14,361.71	



TO: School Board Members

FROM: Tye Michaels, Director of Human Resources

DATE: May 5, 2025

RE: Final Reading of Policy 416, Drug and Alcohol Testing

BACKGROUND:

A review of Policy 416, Drug and Alcohol Testing, has been performed. A first reading was presented to board members at their meeting on February 18. The district's current policy was reviewed against MSBA's model policy. Based on this review, several changes were presented at that February meeting.

Changes Recommended in the First Reading Include

- The title of the policy now includes cannabis testing and you will see the addition of that language throughout the policy.
- Under Section II, General Statement of Policy, item F was added as it goes into greater detail about the various forms of cannabis.
- Under Section III, Federally Mandated Drug and Alcohol Testing for School Bus Drivers:
 - Under B and C, additional definitions and detail were added
 - Under G, additional definition was added as it relates to cannabinoid products
 - Under H, new language was added for school districts to conduct full pre-employment queries through a federal Clearinghouse as required by federal law
 - Under M, a section on personal information was added as it relates to required reporting to the federal Clearinghouse
 - Items Q and R were added as it again relates to language on the federal Clearinghouse
- Under Section IV, Drug and Alcohol Testing for Other Employees, cannabis testing language was added and the definitions section was moved up from where it currently was in the current policy.
- Also Under Section IV, more detail was added as it relates to cannabis testing as well as a new section required by recent change in legislation as it relates to oral fluid testing.
- The list of legal references was updated.

- This policy references a number of attachments and those are included.

During the first reading, the board identified some potential issues. In response, the administration is proposing some additional changes. However, for some of the issues identified by the board, the administration is providing rationale as to why it does not recommend changes to what was included in the first reading. Both types of response are included below.

Additional Changes Proposed in the Second Reading

- Section I, item A -The board expressed concerns about the tone of this section as it relates to permissible recreational use of cannabis. This section is not needed and has been removed in the second reading.
- Throughout the policy, there are instances that list different types of drugs and alcohol. The board wondered why ‘cannabis’ was included in some but not others. Legal counsel reviewed the various locations and only recommended adding it in one section, given that its absence in other sections was intentional due to related laws and statutes. The only location where ‘cannabis’ was added in the second reading was Section II.D in the last sentence.

Issues Identified Where No Further Changes Are Recommended

Board members discussed concerns about cannabis testing and how would be able to discriminate between permissible use versus non-permissible use. Legal counsel did not recommend changes to the related portions of the policy, but did offer the following constraints around testing that might alleviate some concerns.

The District may only test other employees for cannabis use in two circumstances:

- *Random testing for employees in safety-sensitive positions (which likely would not be many, if any, employees outside of those who fall within federal drug testing regulations)*
- *Reasonable suspicion testing - Reasonable suspicion testing only occurs when the District has some reason to believe that the employee is under the influence, like the employee exhibiting indicators of intoxication or being in possession of cannabis. In addition, if the test results are positive, the employee has the opportunity under both Minnesota law and Policy 416 to explain any positive test results.*

The board did not recommend any further changes for the third reading, and it is being moved to the consent agenda.

RECOMMENDED RESOLUTION:

BE IT RESOLVED by the School Board of School District 197 to approve Policy 416, Drug and Alcohol Testing, as presented.



OPERATIONAL EXPECTATIONS

ISD 197 School Board

Employment & Personnel

Contact: Director of Human Resources

416 DRUG, AND ALCOHOL, AND CANNABIS TESTING

I. PURPOSE

- A. ~~The school board recognizes the significant problems created by drug, and alcohol~~ **and cannabis** ~~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 **and cannabis** use will not only be 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 **and cannabis** 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 **and cannabis 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 **and cannabis 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 **and cannabis 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, whether or not 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 **or cannabis** 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 **or cannabis** 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.
- F. **The school district may discipline, discharge, or take other adverse personnel action against an employee for cannabis flower, cannabis product, lower-potency hemp edible, or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working, on school district premises, or operating a school district vehicle, machinery, or equipment as follows:**
 - 1. **if, as the result of consuming cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product, the employee does not possess that clearness of intellect and control of self that the employee otherwise would have;**
 - 2. **if cannabis testing verifies the presence of cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product following a confirmatory test;**
 - 3. **as provided in the school district's written work rules for cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and cannabis testing, provided that the rules are in writing and in a written policy that contains the minimum information required by Minnesota Statutes, section 181.952; or**
 - 4. **as otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause the school district to lose a monetary or licensing-related benefit under federal law or regulations.**

III. **FEDERALLY MANDATED DRUG, AND ALCOHOL, AND CANNABIS 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~~ **cannabis** (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~~ **an employee** authorized **by the school district** to take immediate action to remove employees from safety-sensitive duties, **or cause employees to be removed from these covered duties, and** to make required decisions in the testing and evaluation process. ~~and to~~ **The DER** receives test results and other communications for the school district.
6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. **"Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.**

8. “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.
9. “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.
10. **“Licensed Medical Practitioner” means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.**
11. “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.
12. “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 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~~ **they have** left before it commences is not deemed to have refused to submit to testing.

13. “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 all responsibility for performing 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.
14. “Screening Test Technician” (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
15. “Stand Down” means to temporarily remove an employee from performing safety-sensitive functions ~~after a~~ **based only upon a** laboratory reports **to the MRO of** a confirmed positive **test for a drug or drug metabolite**, an adulterated **test**, or a substituted test ~~result but~~ before the MRO completes the verification process.
16. “Substance Abuse Professional” (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver **information required under Title 49 of the Code of Federal Regulations, including** 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~~ **controlled substance** 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 they have received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

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

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a 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~~ **they** 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 **practitioner who is familiar with the driver's medical history and** has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

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

G. Prescription Drugs/**Cannabinoid Products**

A driver shall inform their 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 CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. **Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating**

cannabinoids or edible cannabinoid product.

H. Testing Requirements

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.
- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.
- d. The applicant also must be asked whether they have 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.
- e. **Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query (see Attachment**

C to this policy). The school district shall retain the consent for three (3) years from the date of the query.

2. Post-Accident Testing

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

3. Random Testing

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions,

and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.

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

4. Reasonable Suspicion Testing

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, **including medical cannabis**, on duty, within four (4) hours before coming on duty, **or just after the period of the work day**. 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 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. **The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.**

6. Follow-Up Testing. When a 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

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 D to this policy.

I. Testing Procedures

1. Drug Testing

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

provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that there is a legitimate explanation for the donor's failure to contact them 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 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 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 BAT using an EBT or a STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
- b. Any test result less than 0.02 alcohol concentration is considered a “negative” test.

- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

- 1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.
- 2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the 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 is a laboratory certified by the

Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations. Contact your Transportation or Human Resources department for the name, address and telephone number.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minn. Stat. Ch. 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

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

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

Information obtained from previous employers	3 years
Collection records Alcohol and controlled Substance collection procedures	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.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse (“Clearinghouse”) as required under federal

law, including:

- a. The name of the person tested;**
- b. Any verified positive, adulterated, or substituted drug test result;**
- c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;**
- d. Any refusal to submit to any test required hereunder;**
- e. Any report by a supervisor of actual knowledge of use as follows**
 - i. Any on-duty alcohol use;**
 - ii. Any pre-duty alcohol use;**
 - iii. Any alcohol use following an accident; and**
 - iv. Any controlled substance use.**
- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;**
- g. Any negative return-to-duty test; and**
- h. Any employer's report of completion of follow-up testing.**

N. Training

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

O. Consequences of Prohibited Conduct and Enforcement

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

shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

- b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by a 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 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 **cannabis testing or** 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.

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver’s consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver’s Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.
2. The school district may not access an individual’s Clearinghouse record unless the school district (1) obtains the individual’s prior written or electronic consent for access to the record; and (2) submits proof of the individual’s consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.

3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.
4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. **CANNABIS TESTING OR DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES**

The school district may request or require drug and alcohol testing **or cannabis 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 **or cannabis 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. **Definitions**

1. "Cannabis testing" means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.
2. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
3. "Drug" means a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section

342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.

4. “Drug and Alcohol Testing,” “Drug or Alcohol Testing,” and “Drug or Alcohol Test” mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.
5. "Employee" means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.
6. "Initial screening test" means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
7. “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).
8. “Oral fluid test” means analysis of a saliva sample for the purpose of measuring the presence of the same substances as drug and alcohol testing and cannabis testing that:
 - a. can detect drugs, alcohol, cannabis, or their metabolites in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1; and
 - b. does not require the services of a testing laboratory under section 181.953, subdivision 1.

[NOTE: The 2024 Minnesota legislature added oral fluid tests.]

9. “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 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."

10. "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 Minnesota Statutes, section 181.953, subdivision 1.
11. "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.
12. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
13. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

B. Circumstances Under Which **Cannabis Testing or** Drug or Alcohol Testing May Be Requested or Required; Exceptions

1. General Limitations

- a. The school district ~~will~~ **may** 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 **or cannabis testing**, unless the testing is done pursuant to this policy; and **either (1)** is conducted by a testing laboratory ~~which participates in one of the programs~~ **that meets one of the criteria** listed in Minn. Stat. § 181.953, Subd. 1; **or (2) complies with the oral fluid test**

procedures under section 181.953, Subd. 5a.

- 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 **or cannabis testing** on an arbitrary and capricious basis.

2. Cannabis Testing Exceptions

For the following positions, cannabis and its metabolites are considered a drug and subject to the drug and alcohol testing provisions in Minnesota Statutes, sections 181.950 to 181.957:

- a. **a safety-sensitive position, as defined in Minnesota Statutes, section 181.950, subdivision 13;**
- b. **a position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to children;**
- c. **a position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;**
- d. **a position of employment funded by a federal grant; or**
- e. **any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.**

3. 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.

- a. **The school district must not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition**

of employment unless otherwise required by state or federal law.

- b. Unless otherwise required by state or federal law, the school district must not refuse to hire a job applicant solely because the job applicant submits to a cannabis test or a drug and alcohol test authorized by Minnesota law and the results of the test indicate the presence of cannabis.
- c. The school district must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.
- d. Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in Minnesota Statutes, sections 181.953 and 181.954.

4. Oral fluid testing

- a. When drug and alcohol testing or cannabis testing is otherwise authorized under Minnesota Statutes, section 181.951, the school district may request an employee or job applicant to undergo oral fluid testing according to the procedures under Minnesota Statutes, section 181.953, subdivision 5a as an alternative to using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1.
- b. The employee must be informed of the test result at the time of the oral fluid test. Within 48 hours of an oral fluid test that indicates a positive test result or that is inconclusive or invalid, the employee or job applicant may request drug or alcohol testing or cannabis testing at no cost to the employee or job applicant using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1, and according to the existing laboratory testing standards in subdivisions 1 to 5. The rights, notice, and limitations in Minnesota Statutes, section 181.953, subdivision 6, paragraph (b), and subdivisions 7 to 8 and 10 to 11 apply to an employee or job applicant and a laboratory test conducted pursuant to this paragraph.
- c. If the laboratory test under paragraph (b) above indicates a positive result, any subsequent confirmatory retest, if requested by the employee or job applicant, must be conducted following the retest procedures provided in Minnesota Statutes, section

181.953, subdivision 6, paragraph (c), and subdivision 9 at the employee's or job applicant's own expense.

- d. Nothing in this subdivision is intended to modify the existing requirements for drug and alcohol testing or cannabis testing in the workplace under Minnesota Statutes, sections 181.950 to 18.957, unless stated otherwise.**

5. Random Testing

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

6. Reasonable Suspicion Testing

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

- a. is under the influence of **cannabis**, drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol, **cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products** 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.

7. Treatment Program Testing

The school district may request or require any employee to undergo **cannabis testing and** 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 **cannabis testing and** 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.

8. 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.

C. 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 Section IV.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 E to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing **or cannabis 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 **or cannabis 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 **or cannabis 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 the individual 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 (see Attachment G to this policy).
- 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 **or of enrollment in a Tribal medical cannabis program** as part of the employee's explanation.
- d. **Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.**
- e. 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 the employee 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 their expense.
- b. An employee or job applicant may request a confirmatory retest of the original sample at their 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 their 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 the employee of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments F and G 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 **or cannabis 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, **or cannabis** counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the

employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon or after hire or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in their personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process **or cannabis 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 **and cannabis** 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 H 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, **and cannabis** 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. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01 (Definitions)
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. § 176.011, subd. 16 (Definitions; Personal Injury)
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. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
49 C.F.R. Part 382 (Controlled Substances and Alcohol Use and Testing)

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

POLICY ADOPTED: December 14, 2009
POLICY REVIEWED/REVISED: December 18, 2017; March 15, 2021
Monitoring Method: Administrative Review
Monitoring Frequency: Once every three years



ATTACHMENT A

— DRIVER ACKNOWLEDGMENT —

DRUG, ~~AND~~ ALCOHOL, **AND CANNABIS TESTING POLICY AND MATERIALS**

I have received a copy of the Drug, Alcohol, and Cannabis Testing Policy of Independent School District No. 197, Mendota Heights, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Federally Mandated Drug and Alcohol Testing for School 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 controlled substance 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



ATTACHMENT B

— 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: West St. Paul-Mendota Heights-Eagan Area Schools, ISD 197

Address: 1897 Delaware Avenue, Mendota Heights, MN 55118

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: _____



ATTACHMENT C

— BUS DRIVER OR DRIVER APPLICANT —
CONSENT TO SCHOOL DISTRICT CONDUCT
OF CLEARINGHOUSE FULL QUERY

Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver’s License (CDL) Drug and Alcohol Clearinghouse (“Clearinghouse”) to obtain information about whether the driver

- (1) has a verified positive, adulterated, or substituted controlled substances test result;
- (2) has an alcohol confirmation test with a concentration of 0.04 or higher;
- (3) has refused to submit to a test in violation of federal law; or
- (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law.

The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

I consent to the school district’s conduct of a Clearinghouse full query.

Dated: _____

Signature of Applicant

Typed or Printed Name



ATTACHMENT D

— 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;
- ☐ 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: _____



ATTACHMENT E

— PRETEST NOTICE —

I, the undersigned employee/job applicant of Independent School District No. 197, Mendota Heights, Minnesota (“School District”) do hereby acknowledge that I have been provided a copy of the School District’s Drug, Alcohol, and Cannabis Testing Policy.

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name



ATTACHMENT F

[Employee Name]
[Employee Address]

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

NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

Test Results:

Independent School District No. 197, Mendota Heights, 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 or cannabis 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, alcohol, or cannabis 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 or cannabis 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 or cannabis 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, alcohol, and/or cannabis 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.



ATTACHMENT G

EXPLANATION OF POSITIVE TEST RESULT

I, the undersigned employee/job applicant of Independent School District No. 197, Mendota Heights, 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

ATTACHMENT H



— ACKNOWLEDGMENT —

DRUG, ALCOHOL, AND CANNABIS TESTING POLICY

I have received a copy of the Drug, Alcohol, and Cannabis 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, alcohol, and cannabis testing as applicable. (job applicant)

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

1896 Delaware Avenue
Mendota Height, MN 55118
www.isd197.org

TO: School Board

FROM: Tye Michaels, Director of Human Resources

DATE: May 5, 2025

RE: Final Reading of Policy 418, Drug-Free Workplace/Drug-Free School

BACKGROUND:

A review of Policy 418, Drug-Free Workplace/Drug-Free School, has been performed. A first reading was presented to board members at their meeting on February 18 with a second reading on April 21. The current policy adheres to district processes and procedures currently in place. The district's current policy was reviewed against the MSBA model policy. Based on this review, several changes were presented and the word "cannabis" was added throughout the policy consistently.

Changes presented February 18:

- Throughout the policy, the term cannabinoids has been added based on wording changes in Minnesota statutes
- Under II, General Statement of Policy, item C was added based on statute language
- Under III, Definitions, several have been added or updated
- Under IV, Exceptions, items have been added based on statute language
- Under V, Procedures, items have been added based on statute language
- Section IV, School Programs, was added based on statute language
- Under VII, Enforcement, changes have been made based on statute language
- Updates have been made to the legal references

This policy was also reviewed using the district's Four-Way Equity Test. The policy does not hinder opportunities or access for historically underserved, underrepresented, or disadvantaged students. Further, this policy does not produce barriers or reduce rigorous standards. Recognizing the need for more gender-inclusive language, "his or her" and "his/her" has been changed to "their" in locations throughout the policy.

RESOLUTION:

BE IT RESOLVED by the School Board of School District 197 to approve Policy 418, Drug Free Workplace/Drug Free School, as presented.



OPERATIONAL EXPECTATIONS

ISD 197 School Board

Employees/Personnel

Contact: Director of Human Resources

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, **nonintoxicating cannabinoids, edible cannabinoid products**, and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of alcohol, toxic substances, medical cannabis, **nonintoxicating cannabinoids, edible cannabinoid products** and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, **medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products**, or controlled substances in any school location.
- C. **An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.**
- D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage, ~~malt beverage, fortified wine, or other intoxicating liquor~~ **containing more than one-half of one percent alcohol by volume.**

- B. “Controlled substances” include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, including analogues and look-alike drugs.
- C. **“Edible cannabinoid product” means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.**
- D. **“Nonintoxicating cannabinoid” means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.**
- E. “Medical cannabis” means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; **(4) combustion with use of dried raw cannabis;** or (5) any other method, ~~excluding smoking,~~ approved by the Commissioner **of the Minnesota Department of Health (“Commissioner”).**
- F. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.
- G. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. **“Sell” means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.**
- I. “Toxic substances” includes **(1) glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the Commissioner.**

- J. “Use” includes to sell, buy, manufacture, distribute, dispense, ~~possess, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration~~ **or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.**

IV. EXCEPTIONS

- A. A violation of this policy does not occur when a person brings onto a school location, for such person’s own use, a controlled substance, except medical cannabis, **nonintoxicating cannabinoids, or edible cannabinoid products**, which has a currently accepted medical use in treatment in the United States and the person has a physician’s prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minn. Stat. § 624.701, Subd. 1a1 (experiments in laboratories; **pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder**). ~~While Minn. Stat. § 624.701, Subd. 1a, provides other exceptions through temporary liquor licenses, ISD 197 will consider these exceptions a violation of this policy.~~
- C. **A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.**
- D. **The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program as a pupil solely because the patient or person is enrolled in the registry program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.**

V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, **nonintoxicating cannabinoids, or edible cannabinoid products**, must comply with the school district’s student medication policy.
- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, **nonintoxicating cannabinoids, or edible cannabinoid products**, are permitted to possess such controlled substance

and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform their supervisor. The employee may be required to provide a copy of the prescription.

- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.
- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances, medical cannabis, **nonintoxicating cannabinoids, or edible cannabinoid products** in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis, **nonintoxicating cannabinoids, or edible cannabinoid products**, on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. **This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products.**
- G. **Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.**

VI. SCHOOL PROGRAMS

- A. **Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:**
 - 1. **respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and**

2. **refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.**
- B. **School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.**
- C. **Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.**

VII. ENFORCEMENT

A. Students

1. **Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products.**
2. ~~The~~ Students may be referred to a drug or alcohol assistance or rehabilitation program; **school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provided by school based mental health services providers;** and/or to law enforcement officials when appropriate.
3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify their supervisor in writing of their conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such

conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References: **Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)**
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, Subd. 15a (Definitions)
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
Minn. Stat. § 342.56 (Limitations)
Minn. Stat. § 609.684 (Sale of Toxic Substances to Children; Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Liquor in Certain Buildings or Grounds)
~~20 U.S.C. § 7101-7165 (Safe and Drug-Free Schools and Communities)~~

Act)

20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)

21 U.S.C. § 812 (Schedules of Controlled Substances)

41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)

21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)

34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)

Cross References: School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
School District Policy 416 (Drug and Alcohol Testing)
School District Policy 417 (Chemical Use and Abuse)
School District Policy 506 (Student Discipline)
School District Policy 516 (Student Medication)

POLICY ADOPTED: October 16, 2006

POLICY REVIEWED/REVISED: November 21, 2016; April 16, 2018; September 20, 2021

Monitoring Method: Administrative Review

Monitoring Frequency: Every three years

TO: School Board Members

FROM: Peter Mau, Assistant Superintendent

DATE: May 5, 2025

SUBJECT: Second Reading of Policy 535, Service Animals in the Schools

BACKGROUND:

A review of Policy 535, Service Animals in the Schools, has been performed. A first reading was presented to board members at their meeting on April 21. The district's current policy was reviewed against MSBA's model policy. Based on this review, several changes were presented at that April meeting.

This optional policy was first adopted in May 2022. One of our sites had a student who used a service animal, and we determined that having a policy to govern service animals in the school district would benefit both families and staff.

Federal and state laws govern the use of service animals. This policy reflects applicable laws. There are a number of changes to this policy. They broadly fall into three categories: rearranging of content, modification of content, and additional content. The changes are made in all cases to align with the MSBA model policy language.

- The purpose statement (section I.) has been modified.
- A general statement of purpose (section II.) has been added.
- The title of section III was modified. In section III., the definition of a handler has been modified. The definition of a service animal has been modified. Old item B.-D., work tasks, was rearranged into new item D.
- Section IV was renamed and content was added in A., B., and modified in C. Previous items D.-H. were rearranged. The new D. and E. were rearranged from the old IX. A. and B. into section IV. The new item F. was added.
- Section V. was added. Old items III. D., E., and F. were rearranged and placed in section V. Items A., B., F., and G. were added.
- Section VI. was added.
- The old section III. G. was rearranged and modified into the new Section VII.
- The old Section IV. is now Section VIII. The old item A. was eliminated. Modifications were made to assessment factors.

- Old Section V., items D. and E. were rearranged into the new section IX.
- Section X. was added.
- Section XI. was added.
- Old section III., item H. was rearranged into the new section XII. A. Item B. was added.
- Several legal references were added. These additional references are reflected in the added and modified language above.

In reviewing the 4-Way Equity test, this policy helps ensure equitable access to our facilities and programs. It also ensures access and opportunities for people with disabilities, who have historically been underserved. While it may have some negative impacts on those with allergies or a fear of dogs, administration will work to mitigate these potential issues.

RESOLUTION:

This is a second reading. No resolution is needed at this time.



OPERATIONAL EXPECTATIONS

Students

ISD 197 School Board

Contact: Assistant Superintendent

535 SERVICE ANIMALS IN SCHOOLS

~~I. PURPOSE~~

~~Independent School District No. 197 prohibits discrimination against individuals based on disability, including individuals who require the assistance of a service animal. Toward that end, the District acknowledges its obligation to modify its policies to allow the use of a service animal by individuals with disabilities.~~

I. PURPOSE

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

II. GENERAL STATEMENT OF POLICY

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

III. DEFINITIONS

A. Handler

~~A “handler” is an individual with a disability who is accompanied by a service animal, a trainer who is accompanied by a service animal, or an individual who is handling a service animal for or on behalf of an individual with a disability~~ **uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, “handler” means the person who cares for and supervises the animal on that individual’s behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.**

B. Service Animal

A. A “service animal” is a dog (regardless of breed or size) or miniature horse that is individually trained to perform “work or tasks” for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals,

whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. **The “work or tasks” performed by a service animal must be directly related to the individual’s disability.** An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

~~B. The “work or tasks” performed by a service animal must be directly related to the individual’s disability.~~

~~C. Examples of “work or tasks” include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.~~

~~D. The crime deterrent effects of an animal’s presence and the provision of emotional support, well-being, comfort, or companionship are not “work or tasks” for the purposes of this policy.~~

C. Trainer

A “trainer” is a person who is training a service animal and is affiliated with a recognized training program for service animals.

D. Work or Tasks

1. **“Work or tasks” are those functions performed by a service animal.**
2. **Examples of “work or tasks” include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.**
3. **The crime deterrent effects of an animal’s presence and the provision of emotional support, well-being, comfort, or companionship are not “work or tasks” for the purposes of this policy.**

IV. ~~RIGHTS AND RESPONSIBILITIES~~ – ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

- A. ~~Equal Access:~~ **In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students and employees are allowed to go.** A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler or the individual who needs the service animal because of a disability has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.
- B. **It is an unfair discriminatory practice to prohibit a person with a disability from taking a service animal into the public place or conveyance to aid persons with disabilities, and if the service animal is properly harnessed or leashed so that the person with a disability may maintain control of the service animal.**
- C. ~~Equal Treatment: The District may not do any of the following: isolate the handler from individuals without service animals; ask or require the handler to pay an extra fee; or treat the handler less favorably than individuals without service animals.~~ **The school district shall not require a person with a disability to make an extra payment or pay an additional charge when taking a service animal into any school district building.**
- D. ~~Care and Supervision: The service animal must be housebroken. The School District is not responsible for the care or supervision of a service animal. The handler is solely responsible for the care and supervision of the service animal including, but not limited to, feeding, watering, cleaning, and toileting. Neither the District nor its staff will assume such responsibilities. The service animal must be properly vaccinated in accordance with applicable state laws and local ordinances.~~
- E. ~~Licensing: The service animal must be appropriately licensed in accordance with applicable state laws and local ordinances.~~
- F. ~~Tether: A service animal must have a harness, leash or other tether, unless: (a) the handler is unable to use a harness, leash, or other tether because of a disability, or (b) the use of a harness, leash, or other tether would interfere with the service animal's safe and effective performance of work or tasks. If either (a) or (b) applies, the service animal must be under the handler's control by voice, signals, or other effective means. Control: A service animal must be under the control of its handler.~~
- G. ~~Removal: A school official may require a handler to remove a service animal from District property, a district facility, a vehicle operated by or on behalf of the District, or a school sponsored event, activity, or program if the service animal is out of control and the handler does not take effective action to control it, or the service animal is not housebroken. If the District requires an individual with a disability to remove a service animal, the individual may remain on District property, in a~~

~~District facility, in a District owned or operated vehicle, or at a school sponsored event, activity, or program without having the service animal, unless the individual has violated a law or school rule or regulation that would warrant the removal of the individual.~~

~~H. Liability: A handler who is accompanied by a service animal is liable for any and all harm, injury, or damage caused by the service animal.~~

D. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:

- 1. Is the service animal required because of a disability; and**
- 2. What work or tasks is the service animal trained to perform.**

E. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.

F. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

A. The service animal must be required for the individual with a disability.

B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.

C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

D. The service animal must be housebroken.

E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.

- F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.
- G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.
- H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

- A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the superintendent or the administrator designated with responsibility to address such requests. School district employees seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.
- B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.
- C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

- A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:
 - 1. Any of the requirements described in Part V., above, are not met.
 - 2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
 - 3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or
 - 4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.

- B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.**

VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

~~Only Reasonable Modifications Required: The School District must make “reasonable” modifications in policies, practices, or procedures to permit the use of a miniature horse by an individual with a disability if the miniature horse has been individually trained to do work or perform tasks for the benefit of the individual with a disability.~~

~~Assessment Factors: In determining~~ **assessing** ~~whether reasonable modifications can be made to allow a miniature horse into a specific facility, the District may consider the following factors—~~**a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:**

- A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- B. Whether the handler has sufficient control of the miniature horse;
- C. Whether the miniature horse is housebroken; and
- D. Whether the miniature horse's presence in a specific facility **building or on school grounds** compromises legitimate safety requirements ~~that are necessary for safe operation.~~

IX. ~~GUIDELINES FOR SERVICE ANIMALS~~

- ~~A. Permitted Inquires: District staff generally may ask a handler or an individual with a disability if an animal is required because of a disability and, if so, what work or task the animal has been trained to perform. However, District staff may not make these inquiries when it is readily apparent that the animal is trained to do work or perform tasks for an individual with a disability (e.g., the dog is observed guiding an individual who is blind or has impaired vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).~~
- ~~B. Prohibited Inquires: District staff may not ask a handler or an individual with a disability about the nature or extent of a disability. In addition, District staff may not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal.~~
- ~~C. Vaccinations. Each handler is responsible for ensuring that the service animal is properly vaccinated.~~
- ~~D. Allergies: If a student or employee notifies the District that they are allergic to a service animal, the District will balance the rights of the individuals involved. Generally, allergies that are not life threatening are not a valid reason for prohibiting~~

the presence of a service animal.

~~E. Fear of Animals: Fear of animals is not a valid reason for prohibiting the presence of a service animal.~~

~~F. Working Status of Service Animals: Students, parents/guardians, and employees of the District should not feed or pet a service animal without permission from the handler. In addition, students, parents/guardians, and employees generally should not seek to separate a service animal from its handler.~~

~~G. Notice Encouraged But Not Required: Students, parents/guardians, and employees are encouraged, but not required, to notify the building principal if they expect to be utilizing a service animal on a regular basis. This notification will not be used to deny access to any program, service, activity, or benefit. Rather, this notification will be used to provide an opportunity for discussion that is designed to assist the student or employee in transitioning to the regular use of a service animal at school or work.~~

IX. ALLERGIES; FEAR OF ANIMALS

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

XII. LIABILITY

A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the

service animal while on school district property.

- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.**

Legal References: **Section 504 of the Rehabilitation Act of 1973**
 28 C.F.R. § 35.104 (ADA Regulations)
 28 C.F.R. § 35.130(b)(7) (ADA Regulations)
 28 C.F.R. § 35.136 (ADA Regulations)
 20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
 Minn. Stat. § 256C.02 (Public Accommodations)
 Minn. Stat. § 363A.19 (Discrimination Against Disabilities Prohibited)
 Minn. Stat. § 609.226 (Harm Caused by Dog)
 Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

POLICY ADOPTED:	May 16, 2022
POLICY REVIEWED/REVISED:	
Monitoring Method:	Administrative Review
Monitoring Frequency:	Every three years



OPERATIONAL EXPECTATIONS

ISD 197 School Board

Students

Contact: Assistant Superintendent

535 SERVICE ANIMALS IN SCHOOLS

I. PURPOSE

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

II. GENERAL STATEMENT OF POLICY

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

III. DEFINITIONS

A. Handler

A “handler” is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, “handler” means the person who cares for and supervises the animal on that individual’s behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

B. Service Animal

A “service animal” is a dog (regardless of breed or size) or miniature horse that is individually trained to perform “work or tasks” for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The “work or tasks” performed by a service animal must be directly related to the individual’s disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

C. Trainer

A “trainer” is a person who is training a service animal and is affiliated with a recognized training program for service animals.

D. Work or Tasks

1. “Work or tasks” are those functions performed by a service animal.
2. Examples of “work or tasks” include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.
3. The crime deterrent effects of an animal’s presence and the provision of emotional support, well-being, comfort, or companionship are not “work or tasks” for the purposes of this policy.

IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

- A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler or the individual who needs the service animal because of a disability has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.
- B. It is an unfair discriminatory practice to prohibit a person with a disability from taking a service animal into the public place or conveyance to aid persons with disabilities, and if the service animal is properly harnessed or leashed so that the person with a disability may maintain control of the service animal.
- C. The school district shall not require a person with a disability to make an extra payment or pay an additional charge when taking a service animal into any school district building.
- D. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person’s disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:
 1. Is the service animal required because of a disability; and
 2. What work or tasks is the service animal trained to perform.

- E. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.
- F. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

- A. The service animal must be required for the individual with a disability.
- B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.
- C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).
- D. The service animal must be housebroken.
- E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.
- F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.
- G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.
- H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

- A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the superintendent or the administrator designated with responsibility to address such requests. School district employees

seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.

- B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.
- C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

- A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:
 - 1. Any of the requirements described in Part V., above, are not met.
 - 2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
 - 3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or
 - 4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.
- B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

- A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- B. Whether the handler has sufficient control of the miniature horse;
- C. Whether the miniature horse is housebroken; and
- D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate safety requirements.

IX. ALLERGIES; FEAR OF ANIMALS

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

XII. LIABILITY

- A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.
- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

Legal References:

- Section 504 of the Rehabilitation Act of 1973
- 28 C.F.R. § 35.104 (ADA Regulations)
- 28 C.F.R. § 35.130(b)(7) (ADA Regulations)
- 28 C.F.R. § 35.136 (ADA Regulations)
- 20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
- Minn. Stat. § 256C.02 (Public Accommodations)
- Minn. Stat. § 363A.19 (Discrimination Against Disabilities Prohibited)
- Minn. Stat. § 609.226 (Harm Caused by Dog)
- Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

POLICY ADOPTED: May 16, 2022
POLICY REVIEWED/REVISED:
Monitoring Method: Administrative Review
Monitoring Frequency: Every three years

DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST- FORM 2

Form 1 must have been completed and approved before submitting Form 2

Submit to Principal/Administrator and Superintendent's Office no less than two months prior to domestic travel and no less than 4 months prior to international travel.

Staff Member Name and school: Isaiah Robinson Two Rivers High School

Date of Trip/Destination/Who trip is for: 6/26/2025-6/27/2025, University of Wisconsin Madison, Two Rivers Boys Basketb

Did you complete FORM 1 for this trip and receive the required approval? Yes

TOUR CHECKLIST	RESPONSE
1. Dates of travel	6/26/2025-6/27/2025
2. Trip destination	University of Wisconsin Madison
3. SUBMIT: Complete roster of travelers. Include a link to your roster in the response or attach a document. <i>Link to roster template: TOUR ROSTER</i>	
4. SUBMIT: Detailed Itinerary, including hotel names, addresses and phone numbers. Include a link or attach a document with these details in your response.	
5. Final number of student travelers	13
6. Final number of adult travelers who are paying their own way/fare.	2
7. Final number of adults travelers who are traveling with a free or reduced fare. [If any, include the amount by which their fare is reduced]	0
8. Final number of district employees (also include in #6 and #7 counts)	2
9. Ratio of adults to students	1:7
10. FINAL TOTAL of Number of Travelers (Adults and Students)	15
11. Have parents received detailed information about the cancellation policies and fees?	No

DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST- FORM 2

Form 1 must have been completed and approved before submitting Form 2

Submit to Principal/Administrator and Superintendent's Office no less than two months prior to domestic travel and no less than 4 months prior to international travel.

12. Is travel insurance through the tour company required OR optional for your travelers?	Optional
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DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST- FORM 2

Form 1 must have been completed and approved before submitting Form 2

Submit to Principal/Administrator and Superintendent's Office no less than two months prior to domestic travel and no less than 4 months prior to international travel.

13. Has the district completed background checks for <u>all</u> adults?	Yes
14. Is this a private tour, or will you be traveling with students from other schools? If so, please include the full roster of the adjoining group.	Private , Just Two Rivers Boys Basketball
15. How will you communicate with travelers while on tour?	GroupMe App and phone numbers in case of emergenc
16. How will you communicate with families back home/not on tour?	Group email update. Phone calls if needed.
17. What is your plan for those requiring medication?	Sending a reminder prior to leaving that all students hav Needed medication. Check in with them to confirm Medication has been taken.

Staff Member's/Group Leader's Signature

Date 04 / 17 / 2025

Required Approvals:

PRENTICE SMITH AD

4/18/25

Principal Signature

Date

Superintendent/Designee Signature

Date

School Board Approval

Date Approved

Once this form has been signed by your site administrator, submit it to the Superintendent for review and approval. It will then require School Board approval. Once approved, a signed copy will be returned to you for your records.

DRAFT-DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST
FORM 1- Site and district approval is required before students/families are notified of the trip and before any funds are collected for the potential trip.

Part 1 - Approval to Plan & Recruit for an Extended Trip- COMPLETE IN FULL

Date of this request: **02/26/2025** Your name and school: **Two Rivers High School**

Your Email: **isaiah.robinson@isd197.org** Your Phone Number: **651-263-6914**

Date Principal was notified of this trip: _____

Dates of Trip: **6/26/2025-6/27/2025** Date/Time Leaving: **10am 6/26** Date/Time Returning: **8pm 6/27**

Destination(s): **University of Wisconsin Madison – Kohl Center / Double Tree by Hilton / Madison, WI**

Who is this trip for (subject and grade levels)? **Varsity Boys Basketball 9th-12th grade Returning JV/Varsity**

Players _____

Estimated number of students that will participate: **15**

Estimated number of chaperones that will participate (all chaperons must undergo a background check): **Atleast 2, Pending parents answer**

*Chaperone names: **Isalah Robinson (Head Varsity Coach , Aaron Ertz (Assistant Varsity Coach)**

What is your chaperone ratio: One Adult Chaperone for every **8** students (minimum of 2 regardless of the number of students and at least 1 for every 10 students). *Chaperones are defined as adults (minimum age of 21) who accompany and oversee groups of students. At least half (and no less than 2) of the chaperones must be current School District 197 employees. **(Exceptions can be made to this requirement by the Superintendent. Provide rationale.)**

Form of Transportation: **Carpool - Adults / Parents** Transportation Costs: \$ **0**
(For liability purposes, all transportation must be provided by district transportation, contracted services, or public transportation. Private transportation is NOT allowed. Vehicle rentals are considered a contracted service. Allowable vehicles are specified and drivers must have a Type III license. Call the ISD 197 Transportation Department at 651-403-8320 for details.)

Lodging Name/Location: **Double Tree by Hilton Madison Downtown** Lodging Costs: **\$1600 Roughly**
(For liability purposes, all lodging must be public accommodations - hotel, public dormitory, etc. Exceptions may be requested and submitted to the Superintendent for consideration and possible approval.)

Cost per adult/chaperone: \$ _____ Costs covered by: **Booster Club/Fundraising**
Cost per student: \$ _____ Costs covered by: **Booster Club/Fundraising/Player/Parent**

Sub costs, if any, paid by: **Booster Club/Fundraising / Player/Parent** TOTAL COST: \$ _____

Please list all current School District 197 employees who will accompany this trip: **Isaiah Robinson (Head Varsity**

Coach , Aaron Ertz (Assistant Varsity Coach)

DRAFT-DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST
FORM 1- Site and district approval is required before students/families are
notified of the trip and before any funds are collected for the potential trip.

Provide a general description of the trip and include 1) the educational purpose/goal of this trip and 2) a summary of the agenda/itinerary (feel free to note and attach additional documentation): _____

University of Wisconsin Madison Basketball High School Varsity Team Camp. Two games on Thursday 6/26 evening and Two games during the day on Friday 6/27 @ Kohl Center / University of Wisconsin Madison Gym Facilities.

- 1. Goal of this trip would be to expose our team to competition in a state we normally would not be able to play in. Gain experience playing in front of college coaches. Increase team bonding/chemistry through travel, bonding, and competition.**
- 1. Educational Purpose of this trip would be to explore the University of Wisconsin Madison a very prestigious school and open our kids eyes to the campus and provide thoughtful thinking about continuing education post high school.**
- 2. Agenda/Itinerary:**
 - **6/26**
 - **Thursday Morning depart from Two Rivers to Madison, WI – 4 ½ / 5 hour drive**
 - **Check In to hotel**
 - **Explore Madison / Campus as a team**
 - **2 Games Thursday evening between 6pm-10pm**
 - **Return to hotel for team bonding/hanging out**
 - **Room check / lights out**
 - **6/27**
 - **Team Breakfast at Hotel**
 - **Explore Madison / Campus as a team Pending game schedule**
 - **2 games during the day times TBD – Games done no later than 4pm**
 - **Leave Madison to head back to Two Rivers 4 ½ / 5 hour drive**

DRAFT-DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST
FORM 1- Site and district approval is required before students/families are
notified of the trip and before any funds are collected for the potential trip.

If applicable, Tour Company Name: _____
If applicable, Tour Company Customer Service Phone #: _____
If applicable, Tour Company Emergency Phone #: _____

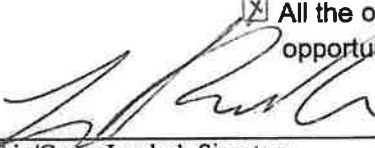
Trip Leader experience with educational travel as an adult (attach additional sheet if more space is needed):

Year	Destination(s)	# of Student Travelers	Age Range of Travelers	Your Role (coordinator, adult/chaperone, parent)

As the trip leader, I assure that...

[Please check the boxes that apply below, review the linked document, and sign the form before submission]

- ☒ I have not/will not communicate this potential trip until preliminary approval of this form has been attained from both the principal and superintendent.
- ☒ I will follow the room assignment procedures outlined in the [Overnight Field Trip and Gender Inclusion Procedures document](#).
- ☒ When the trip is communicated to families, communication will include:
- ☒ that the trip has received preliminary approval, but will not receive final approval until closer to the date of the trip
 - ☒ that the trip may be canceled for a variety of reasons (insufficient chaperones, pandemic, destination issues)
 - ☒ that students will complete a room assignment preference form
 - ☒ the financial details describing:
 - ☒ Any fees that will not be refunded by the company or district if the trip is canceled
 - ☒ Options for travel insurance (including potential areas the insurance WON'T cover (cancellation, etc.))
 - ☒ All the options for meeting the financial commitments of the trip (family pays, fundraising opportunities, etc.)



Trip/Group Leader's Signature

3/14/2025

Date

Part 2 - Approvals:

To: School Board Members

From: Mark Fortman, Director of Operations

Date: May 5, 2025

Re: Milk and Dairy Products Bid Award

BACKGROUND:

On Tuesday April 22nd 2021 the District received two (2) bids to provide Milk and Dairy Products for the 2025-2026 school year. Also included in this bid through a Joint Powers Agreement with District 197 are SSD 6, ISD 191, ISD 199, ISD 832, ISD 833, and ISD 834. Attached is the bid recap.

RECOMMENDED RESOLUTION:

BE IT RESOLVED by the School Board of School District 197 to approve the low bid from St. Paul Beverage Solutions to provide Milk and Dairy Products for the 2025-2026 school year on behalf of the seven (7) districts included in the Joint Powers Agreement.

West St. Paul-Mendota Heights-Eagan School District 197

Milk & Dairy Recap

Bid opening, April 22, 2025

			Beverage Solutions		Prairie Farms	
Item Description	Pack	Est. Usage		Total	Bid Price	Total
White Skim	1/2 Pint	236,000	0.2029	\$47,884.40	0.3110	\$73,396.00
White 1%	1/2 Pint	1,320,000	0.2144	\$283,008.00	0.3220	\$425,040.00
Chocolate Skim	1/2 Pint	3,115,000	0.2247	\$699,940.50		\$0.00
Chocolate 1%	1/2 Pint	3,115,000		\$0.00	0.3470	\$1,080,905.00
White 1% (SS)	1/2 Pint	4,100	0.6600	\$2,706.00	0.6400	\$2,624.00
Chocolate Skim (SS)	1/2 Pint	7,200	0.6900	\$4,968.00	0.6400	\$4,608.00
Lactose Free Skim (SS)	1/2 Pint	29,000	0.6700	\$19,430.00	0.7900	\$22,910.00
White 1%	1 Gallon	250	3.9000	\$975.00	3.9800	\$995.00
White 1% Dispenser Box	5 Gallon	30	23.9000	\$717.00	22.1900	\$665.70
Choc 1% Dispenser Box	5 Gallon	72	29.9000	\$2,152.80	23.9200	\$1,722.24
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
Total Bid*			Escalator	\$1,061,781.70	Escalator	\$1,612,865.94

P Farms Chocolate

P Farms Lactose

			Kemps	NO BID		
Item Description	Pack	Est. Usage	Bid Price	Total	Bid Price	Total
White Skim	1/2 Pint	236,000		\$0.00		\$0.00
White 1%	1/2 Pint	1,320,000		\$0.00		\$0.00
Chocolate Skim	1/2 Pint	3,115,000		\$0.00		\$0.00
Chocolate 1%	1/2 Pint	0		\$0.00		\$0.00
White 1% (SS)	1/2 Pint	4,100		\$0.00		\$0.00
Chocolate Skim (SS)	1/2 Pint	7,200		\$0.00		\$0.00
Lactose Free Skim (SS)	1/2 Pint	29,000		\$0.00		\$0.00
White 1%	1 Gallon	250		\$0.00		\$0.00
White 1% Dispenser Box	5 Gallon	30		\$0.00		\$0.00
Choc 1% Dispenser Box	5 Gallon	72		\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
Total Bid*				\$0.00		\$0.00

* Total Bid is based on estimated usages of all items bid by the distributor.

To: School Board Members

From: Mark Fortman, Director of Operations

Date: May 5, 2025

Re: Foodservice Paper and Supplies Request for Proposal Award

BACKGROUND:

On Tuesday April 22nd 2021 the District received two (2) proposals to provide Foodservice Paper and Supplies for the 2025-2027 school years. Districts also included in this request for proposal through a Joint Powers Agreement with District 197 are SSD 6, ISD 191, ISD 199, ISD 200, ISD 832, ISD 833, and ISD 834. Attached is the proposal tabulation.

RECOMMENDED RESOLUTION:

BE IT RESOLVED by the School Board of School District 197 to approve the proposal from Trio Supply Company to provide Foodservice Paper and Supplies for the 2025-2027 school years on behalf of the eight (8) districts included in the Joint Powers Agreement.

**Foodservice Paper and Supplies 2025-2027
Proposal Tabulation**

Company Name	Imperial Paper & Bag Co, LLC 300 5th Avenue NW New Brighton, MN 55112	Trio Supply Company 45 Northern Stacks Drive Fridley, MN 55421
All Proposal Requirements Met	No	Yes
Market Basket Total	\$655,808	\$537,060



Equity Advisory

Update to the School Board May 5, 2025
Presented by Peter Mau, Assistant Superintendent and
Kevin Sheridan, Educational Equity Coordinator

Role

The role of the District 197 Equity Advisory is to advise district administration in matters related to equity, especially as they relate to the work of the Strategic Framework.

Specifically, the Equity Advisory will provide input and feedback on the broad outcomes for the Equity Focus Area of the Strategic Framework as well as goals and metrics of equity-related action plans. Further, the Equity Advisory will receive regular updates on the progress of the equity action plans. In addition, members will have opportunities to share about site-specific equity work they are engaged in as well as equity challenges they are facing.

Equity Focus Area

Commitments for District 197's Equity Work:

- Diverse Classrooms and Schools
- Teacher and Leader Quality and Diversity
- Equitable Resource Allocation
- Equitable Curriculum, Instruction and Assessment
- Equitable School and Classroom Environments
- Equitable Student Leadership and Voice
- Equitable Family and Community Partnerships

Highlights

Increasing numbers and representation:

- More students
- More parents/guardians
- More staff from sites
- Expanded staff role representation
- Expanded 2SLGBTQ+ representation
- Expanded East African representation
- Expanded Jewish and Muslim representation
- Expanded Latinx representation

Members

- Andrea Boe, Pilot Knob Teacher
- Nell Barri, American Indian Ed. Coordinator
- Cathy Benitez, Family
- Wendy Berry, Family
- Logan Crabtree, MS Student
- Allie Duellman, Somerset Teacher
- Farhiyo Farah, East African Liaison
- Evangeline Fuentes, HS Student
- Sean Garrick, Family
- Karina Gutierrez, Family
- Nicholas Hager, Heritage Teacher
- Dominique Harness, Mendota Teacher
- Nawal Hassan, HS Student
- Imogen Hegg, MS Student
- Autumn Her, HS Student
- Chucky Her, Friendly Hills Counselor
- Marcus Hill, School Board Member
- Al Johnson, Two Rivers Administrator
- Debbi Krohn, Mendota Teacher
- Miles Lawson, Secondary Curriculum Coordinator
- Alana Lucio, Family
- Sara Maldonado, Moreland Teacher
- Peter Mau, Assistant Superintendent
- Aubrey McMahon, HS Student
- Nicole McMahon, Family
- Xiomara Medina-Calderon, Garlough Cultural Liaison
- Tye Michaels, HR Director
- Aliya Mohamed, HS Student
- Halima-Nawaal Mohamoud, HS Student
- Leah Ruiz, HS Student
- Andrea Saenz, ESL Coordinator
- Rob Sahli, Moreland Administrator
- Kevin Sheridan, Educational Equity Coordinator
- Jon Vaupel, School Board Member
- Raul Vaz, HS Student
- Sun Van Winkle, HS Student
- Kelli Walters, ELC Lead Teacher

Highlights

Continued to build community:

- Welcome activities that create connection and tie to our SEL work
- Revised Our Shared Purpose
- Acknowledging celebrations of heritage months
- Collective learning about Black History Month, Ramadan, and Dakota homelands.



Highlights

Increased updates to Equity Advisory about targets and other initiatives.

- Supporting Native Students professional development session for all licensed staff
- Progress with offering school menu options for religious diet needs
- Developing partnerships with Historically Black Colleges and Universities
- Plans for offering a course in Ojibwe at Two Rivers
- Youth Ambassadors program culminating in Equity Summit

Highlights

Revised and redistribution considerations for winter holidays:

- Considerations organized into themes of:
 - Take a Windows and Mirrors Approach
 - Find Balance
 - You Don't Have to Be the Expert
 - Be Intentional With Your Purpose
- Connected to belief statements in strategic framework

Highlights

Visited Mendota and provided observations using our Diversity, Equity, and Inclusion Tool:

- Tool developed last year through Equity Advisory
- All sites engaging with it in some way this year
- January meeting at Mendota provided an opportunity to visit classrooms and other spaces

Highlights

Reviewed our district Equity Policy and offered recommendations for updates

- Considerations for regular staff review of the policy
- Considerations for more inclusive language

Highlights

Provided a forum for groups to share:

- Muslim Student Association representatives presented ideas for ensuring our district calendar is inclusive
- Queer Equity Leadership Team shared suggestions for updating language in our Equity Policy and ways to more broadly disseminate our Gender Inclusion procedures

What's Next

We are pleased with the expansion of our group to have more student and family voice as well as broader site representation this year.

At our final meeting on May 1st, we sought feedback from the group on additional recommendations that will support the work of Equity Advisory for SY 25-26.

Questions?



Strategic Framework

Equity

Implementation Target Update

May 5, 2025

School Board Meeting

Presented By:

Peter Mau, Assistant Superintendent

Kevin Sheridan, Educational Equity Coordinator

Focus Areas

FOCUS AREAS

1

Establish a district-wide
system of
social-emotional
learning and support

2

Build equitable
systems and support
throughout the district

3

Increase E-12
opportunities for
career exploration
and preparation

Equity Advisory

- Members provide input and feedback at monthly meetings
- Representative - student, staff, families, sites and district, racially, gender identity, and more

We Are All Responsible for Equity

- School Board
- Superintendent
- Educational Equity Coordinator
- Equity Advisory
- District Leaders
- Site Leaders
- Teachers and Staff
- Students and families

Focus Area: Equity



- Diverse classrooms & schools
- Staff quality & diversity
- Resource allocation
- Curriculum, Instruction, & Assessment
- Schools & classrooms
- Student leadership & voice
- Family & community partnerships

Teacher and Leader Quality and Diversity

Recruiting, hiring, and retaining a diverse workforce that reflects the demographics of our student population. This includes ongoing professional development focused on equity, racial consciousness and cultural responsiveness.

Objectives:

- Implement Supporting Native American Students professional development for all licensed staff
- Develop partnerships with at least two historically Black colleges and universities
- Offer staff opportunities to learn a new language
- Update the School District 197 Teacher Evaluation Rubric to include cultural competence (implementation in 25-26)
- Provide equity training to non-licensed staff
- Provide training on supporting LGBTQIA+ people to non-licensed staff
- Provide training on supporting LGBTQIA+ people to new teachers
- Provide equity training to new teachers

Teacher and Leader Quality and Diversity

Objective: Provide equity training to non-licensed staff



Defining Equity and What It Means

Dec. 20, 2024

Making the Invisible, Visible

Feb. 14, 2025

Honoring Difference, Lowering Judgment, Strengthening Connections

Apr. 1, 2025

Teacher and Leader Quality and Diversity

Objective: Provide equity training to non-licensed staff

This training reinforced why equity work is so crucial in education. When we ask ourselves whether we're judging students on their ability to follow our own personal expectations or supporting them in their own path of discovery, we create space for genuine growth and self-acceptance.

- Kelsey Ruckdashel, Child Nutrition

Teacher and Leader Quality and Diversity

Objective: Provide equity training to non-licensed staff

The program was beneficial for me because it gave me a new way to look at students and staff and broadened my response in certain situations. We had the opportunity to acquaint ourselves with staff not like us who may have surprised us with how they looked at experiences. We think everyone would respond like we would to the situations presented. We think our responses are the most logical, therefore they are right. Then we heard of many ways to respond and why there are other options.

- Health Office Staff

Teacher and Leader Quality and Diversity

Objective: Provide equity training to non-licensed staff

The training reminded me the importance of being more reflective and intentional in how I interact with students, colleagues, and families. It reminded me that creating an inclusive and respectful learning environment starts with being accountable for my words and actions. I'll be more proactive in addressing issues, modeling positive behavior, and helping others feel seen, heard, and supported—because every interaction can influence a student's experience and success.

- Special Education Paraprofessional

Teacher and Leader Quality and Diversity

Objective: Offer staff opportunities to learn a new language

79 staff from a wide range of roles across the district showed interest and were offered the opportunity to enroll in a six month subscription to online learning app

-three check in surveys across the six months

The Babbel logo is displayed on a solid orange rectangular background. It features a white stylized plus sign followed by the word "Babbel" in a bold, white, sans-serif typeface.

÷Babbel

Equitable Curriculum, Instruction & Assessment

Prioritizing culturally relevant curriculum, equitable rubrics for decision-making, inclusive instructional practices, and fair assessment and grading to reflect student learning accurately.

Objectives:

- Fully implement District 197's Amazeworks supplemental curriculum in PreK-4 classrooms.
- Plan for the development of a Native Language course offering at the high school.
- Provide resources for school leaders on classroom look-fors aligned with culturally responsive instruction.

Equitable Curriculum, Instruction & Assessment

Objective: Fully implement District 197's Amazeworks supplemental curriculum in preK-4 classrooms



amazeworks

bring
belonging
to life

The final two cohorts of teachers were trained last summer and received support this school year as they began teaching the lessons.

Equitable School and Classroom Environments

Committing to culturally affirming, inclusive, and responsive community building and behavior management, fostering diverse physical spaces, rituals, and routines, while nurturing strong, supportive student relationships and holding them to high expectations. Additionally, we're prioritizing behavior support and discipline practices that reduce disparities in suspensions and focus on restoring relationships when harm occurs.

Objectives:

- Implement the use of the Diversity, Equity, and Inclusion Tool developed by Equity Advisory.
- Regularly offer school menu options for religious diet needs.
- Increase the diversity of cuisine offerings for school meals to be more reflective of the diversity of our student population.

Equitable School & Classroom Environments

Objectives:

Regularly offer school menu options for religious diet needs.



Equitable School & Classroom Environments

Objectives: Increase the diversity of cuisine offerings for school meals to be more reflective of the diversity of our student population.



Two Rivers HS

MAIN

General Tso's Chicken

SANDWICH

Deli Sandwich
Ham & Cheese

PB & Grape Uncrustable

GRILL

Honey Rib-B-Que Beef Patty w/
Bun

Hamburger w/ Bun

Cheeseburger w/ Bun

Veggie Burger w/ Bun
Black Beans

Halal Chicken Patty w/ Bun
Halal Certified

Kosher Chicken Patty w/ Bun
Kosher Certified

SIDES

Vegetable Fried Rice

Daily Choice Bar
See Choices on Left

MILK

Milk
See Choices on Left

Two Rivers HS

MAIN

Nacho Chips & Beef Taco Meat
Cheese Sauce
Jalepeno

SANDWICH

Deli Sandwich
Ham & Cheese

PB & Grape Uncrustable

GRILL

Spicy Chicken Patty w/ Bun

Hamburger w/ Bun

Cheeseburger w/ Bun

Veggie Burger w/ Bun
Black Beans

Halal Chicken Patty w/ Bun
Halal Certified

Kosher Chicken Patty w/ Bun
Kosher Certified

SIDES

Refried Beans

Daily Choice Bar
See Choices on Left

MILK

Milk

Two Rivers HS

MAIN

Italian Dunkers
w/ 1/2 cup Marinara Sauce

SANDWICH

Deli Sandwich
Ham & Cheese

PB & Grape Uncrustable

GRILL

Bacon Cheeseburger w/ Bun

Hamburger w/ Bun

Cheeseburger w/ Bun

Veggie Burger w/ Bun
Black Beans

Halal Chicken Patty w/ Bun
Halal Certified

Kosher Chicken Patty w/ Bun
Kosher Certified

SIDES

Daily Choice Bar
See Choices on Left

MILK

Milk
See Choices on Left

Equitable Student Leadership & Voice

Seeking to gather and understand student perspectives (especially those from historically marginalized groups) in decision-making processes, creating spaces for student affinity groups, and providing leadership opportunities.

Objectives:

- Advertise district and site leadership opportunities to high school students via multiple communication platforms.
- Provide opportunities for students to share their stories so we can publicly celebrate the diversity of backgrounds, cultures, ethnicities, and abilities in our student population.
- Increase the number of student ambassadors to the Beyond Our Walls Summit to at least four.
- Update the student equity survey.

Equitable Student Leadership & Voice

Objective: Increase the number of student ambassadors to the Beyond Our Walls Equity Summit to at least four.



Questions?



Early Learning Advisory Committee

May 5, 2025

School Board Meeting

Presented by: Laurie Hume, Assistant Director of Early Learning



Early Learning Advisory Committee

According to Minnesota Statutes 124D.13, Subdivision 9:

- ❑ The board must appoint an advisory council from the area in which the program is provided.
- ❑ A majority of the council must be parents participating in the program, who represent the demographics of the community.
- ❑ The district must ensure, to the extent possible, that the council includes representation of families who are racially, culturally, linguistically, and economically diverse.
- ❑ The council must assist the board in developing, planning, and monitoring the early childhood family education program.
- ❑ The council must report to the board and the community education advisory council.

Membership

Parents

Dominique Harness
Toyyibah Babajide
Jordan Wells
Richmond Kumah
Sharron White
Marie Josee Edon
Dunia Fuentes
Tricia Rodgers (PAN Rep)

Staff

Laurie Hume Assistant Director of Early Learning
Tim Aune School Board Representative
Ybeth Jimenez Interpreter



2024-2025 Meeting Dates and Topics

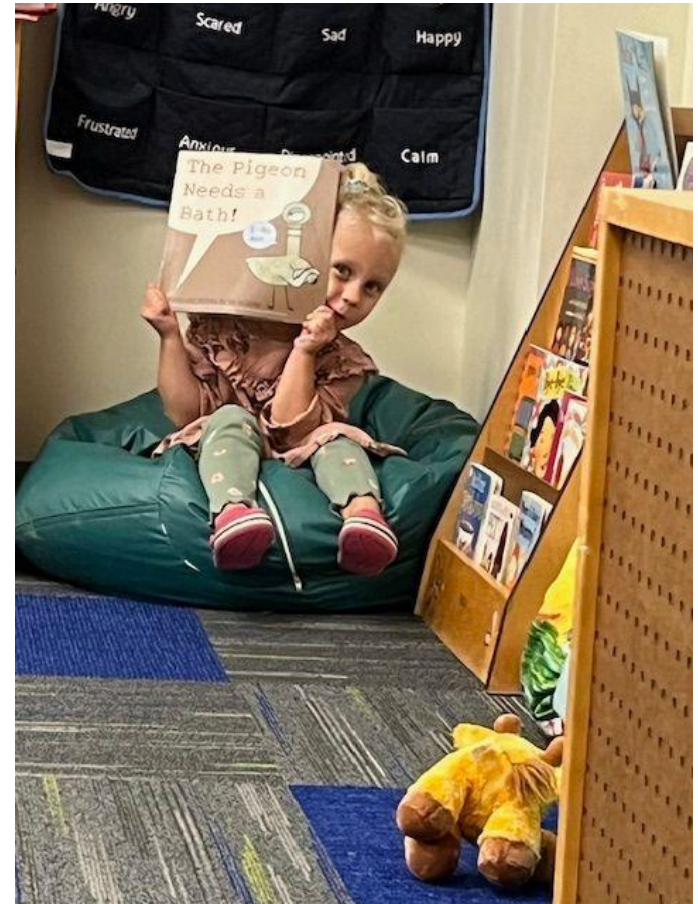
- ❑ **September 18** Welcome to Early Learning/Review of Amazeworks Curriculum
- ❑ **October 9:** Emergency Procedures
- ❑ **November 13:** Curriculum Review -Big Day in PreK and Conscious Discipline
- ❑ **January 8:** Kindergarten & Preschool Registration
- ❑ **February 12:** Community Resources
- ❑ **March 12:** Technology and Young Children
- ❑ **April 9:** Planning for Next Year- Review of Science of Reading

Meetings were held virtually and in person at the EL and Family Resource Center at 6:15 pm

Attendance ranged from 5 to 30 depending on the topic

2022-2023 Meeting Format

- ☐ Director Updates
- ☐ Parent Feedback
 - ☐ Communication
 - ☐ Conferences
 - ☐ Registration Process
 - ☐ Meeting Topics
- ☐ Parent Questions
- ☐ Topic of the Night



2024-2025 Accomplishments

- ❑ New Topics- Technology and Young Children and Science of Reading
- ❑ Increase in the number and diversity of participants



Future Goals

- ❑ Increase volunteer opportunities for families
- ❑ Increase opportunities for families to interact with each other



Questions?

Thank you!



Laurie Hume, Assistant Director of Early Learning



Special Education Advisory Committee (SEAC)

School Board Meeting – May 5, 2024

Presented by:

Rachel Johnston ,Special Education Supervisor

Special Education Advisory Committee



A125A.24 Parent Advisory Councils:

“Increase the involvement of parents of children with disabilities in district policy making and decision making, school districts must have a special education advisory council that is incorporated into the district's special education system plan.”

Membership



SEAC Members 24-25

- Special Education Leadership: Sara Lein, Laurie Hume, Rachel Johnston
- Parent representatives: At least 1 from each building level: Elementary, Middle, High, plus ECSE and Branch Out
- Staff Representatives: At least 1 teacher or paraprofessional from each building level
- Nonpublic Staff Representative from Community of Saints
- Nonpublic Parent representative
- Principal Representative: Libby Huettl from Somerset
- School Board Representative: Morgan Steele

Meeting Schedule 2024-2025



Date	Time	Meeting Location
Wednesday Feb 19	6:00 to 7:30 PM	Branch Out
Tuesday April 9	6:00 to 7:30 PM	Simley High School Spartan Center
Tuesday May 13	6:00 to 7:30PM	D.O. Training/Board Room

2024-2025 Meeting Topics



Meeting 1- February

Special Education Overview

Meeting 2 - April -- Dakota County SEAC

Brian Johnson - The Special Education Plan from
birth until graduation/retirement

Meeting 3 - May

Find Love Safely

Special Education Overview



- 21% of our learners have IEPs
- Serve students birth through age 22
- 13 different disability categories

Special Education Overview



- Students served elsewhere, by 917 or alternative special education placements (Metro Deaf, MSAD, etc.)
- Special Education in nonpublic schools
- Federal Settings - 1 through 4



District 197 Specialized Programs



Special Education Overview



Budget and Funding

Approximately \$23 million
of the district's \$100
million budget



Federal Funding

\$1,853,709.05

State Funding

\$17,218,680.89

The Special Needs Plan



<https://thespecialneedsplan.com/hello-world/>

- **Organizes planning from birth to retirement** for people with special needs using the resources available to you.
- **Clarifies common options** of what to plan, when to plan, and how to plan for a person with special needs.
- **Is an alternative** to those stacks of papers and website bookmarks on numerous topics you may be working with today. Feel more in control and aware of the entire planning process.
- **Brings order** to the special needs planning process from a parent and guardian perspective. Everything is organized and explained in terms that make sense to us.

<https://www.youtube.com/watch?v=WJ1OXxT3zi8>

The Special Needs Plan



<https://thespecialneedsplan.com/hello-world/>

Getting Started

- **How to use this website**
- How to send Questions or Comments
- The Planning Cycle: Birth to Retirement
- Get started: 3 tools for your special needs plan
- What did I learn? (a parent's perspective)
- What do I need to plan for?
- How do I get started?
- How do I learn more?
- How do we fund Basic Needs and Supplemental Needs?
- How can ABLE and Trust funds be used?
- What are Supported Decision Making and Guardianship?
- How can I get help?

The Special Needs Plan



<https://thespecialneedsplan.com/hello-world/>

Benefits and Supports

- What are the common benefits and supports?
- What are the base eligibility criteria for benefits?
- What are the MN Waiver Programs and what do they provide?
- What Housing Programs are there?
- What are some ways to pay for housing?
- Is there a parent advocacy organization?
- ABLE account: why do I need it and how do I open an account?
- Where can I compare ABLE accounts by state?
- What are the MN ABLE Checking and Investment Options?
- What are the MN ABLE Investments and how have they performed over time?
- Where can I find my state's Department of Developmental Services website?

The Special Needs Plan



<https://thespecialneedsplan.com/hello-world/>

How to Plan and Manage

- How do we prepare for benefits interviews (Social Security, SMRT, MnCHOICES)?
- How do we apply for SSI, MSA (MN), and MSA Housing Assistance (MN)?
- Do benefits have to be renewed?
- What if Social Security says SSI was overpaid?
- How do I manage all this?
- How do we manage the money?
- How do benefits and accounts work together?
- What does an example budget look like?
- What are some potential retirement income sources?
- What are some retirement planning considerations?

Find Love Safely

<https://www.findlovesafely.com/>



Find Love Safely

Personalized matchmaking services for adults with intellectual and developmental disabilities

GET STARTED



Find Love Safely

WCCO <https://www.cbsnews.com/minnesota/news/find-love-safely-matchmaking-intellectual-disability/>



- Parent of 8, four with disabilities
- Dating web sites are largely unsafe for individuals with intellectual disabilities
- Inspired by Love on the Spectrum and Down for Love

2025-2026 Meetings



Date	Time	Meeting Location
Wednesday October 1	6:00 to 7:30	Branch Out
Wednesday December 3	6:00 to 7:30	DO Training Room
Wednesday February 4	6:00 to 7:30	TRHS Warrior Hall
Tuesday April 21	6:00 to 7:30	Simley High School Spartan Center
Wednesday May 20	6:00 to 7:30	Google Meet



Planning for 25-26

Discussion and survey of members

- Ideas for topics
- Format of meetings



For more information about SEAC, contact:

Rachel Johnston

Special Education Supervisor

rachel.johnston@isd197.org

To: School Board Members

From: Tye Michaels, Director of Human Resources & Jason Mutzenberger,
Director of Finance (CESO)

Date: May 5, 2025

Re: Fiscal Year 2026 Health and Dental Insurance Recommendations

BACKGROUND

The Labor-Management Committee (LMC), which includes union leadership, a School Board representative, and district administration, meets throughout the school year with support from the district's benefits consultant, One Digital, to review health and dental insurance.

As of last month, the medical plan claims are running at 90% of expected year-to-date, up from 84% at this time last year. Per-member claims have increased 23% year-over-year. Due to inflation and COVID-related costs, our fund balance has been depleted and is projected to reach zero or a negative balance once all expected claims are paid. The LMC recommends a 14% premium increase next year to cover plan costs and rebuild the fund balance.

The administration agrees with the LMC and recommends that the board approve a 14% increase to medical premiums.

Dental claims are running at 120% of funding year-to-date. Total paid claims are up 7% compared to this time last year. The LMC recommends a 5% premium increase next year to cover plan costs and stabilize the fund balance.

The administration agrees with the LMC and is recommending that the board approve a 5% increase to dental premiums.

RECOMMENDED RESOLUTION:

BE IT RESOLVED that the School Board of Independent School District 197 approve a 14% increase to medical premiums and a 5% increase to dental premiums.

To: School Board Members

From: Mark Fortman Director of Operations

Date: May 5, 2025

Re: Friendly Hills Ventilation Project Change Order # 03

BACKGROUND:

As a reminder, the board accepted the bid for this project in August of last year. The cost was significantly lower than the original projection. The project was also planned to be a 2-year project, where we intended to bid out phase 2 next fall for a summer 2026 piping replacement. Though this change order will increase the cost of the current project by \$218,421.85 it will also eliminate the need for the phase 2 project estimated to cost an additional \$2 million. This is possible because we continued to work with our design team and identified an alternative process that will enable us to complete the overall project this summer.

The scope of this change order work involves the removal and replacement of all existing grooved couplings and fittings on the hot water supply and return piping systems throughout Friendly Hills School. The existing couplings and fittings are problematic, requiring us to maintain boiler operation year-round to prevent leaks. The existing couplings and fittings will be replaced with Victaulic couplings and fittings, which feature enhanced EPDM gaskets rated for temperatures ranging from -30°F to 250°F, making them suitable for hot water systems, including those with glycol. The original project scope required the removal of all these fittings and the installation of new piping, which was then welded. This new approach will provide a long-term solution without the need for welded joints. This greatly reduces labor costs and long-term disruptions to the existing piping systems.

RECOMMENDED RESOLUTION:

BE IT RESOLVED by the School Board of School District 197 to approve Change Order #03 from CM Construction for \$218,421.85.

**CCO #003**

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S23082-FHMS - West St. Paul-Mendota Heights-Eagan ISD 197
- Friendly Hills Middle School IAQ
701 Mendota Heights Road
Mendota Heights, Minnesota 55120

Contract Change Order #003: CM Construction CO #003 - FHMS

CONTRACT COMPANY:	CM Construction Company 12215 Nicollet Avenue Burnsville, Minnesota 55337	CONTRACT FOR:	SC-S23082-FHMS-001: Friendly Hills Middle School IAQ
DATE CREATED:	4/21/2025	CREATED BY:	Todd Wetzel (ICS - Minneapolis, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$218,421.85

DESCRIPTION:
CE #001 - PR #001 - Victaulic Fittings: 218,421.85
Please provide pricing for attached PR.

ATTACHMENTS:
[CE#1 - PR#1 - Friendly Hills MS - Binder Signed.pdf](#) [Floor Protection level 1 Required.pdf](#) [Floor Protection Level 2 Required.pdf](#) [2024-09-13_FHMS_PR-1.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #003

#	Cost Code	Description	Type	Amount
1	05-5.01 - CM Construction - Single Prime	PR #001 - Victaulic Fittings	Other	\$ 218,421.85
Subtotal:				\$218,421.85
Grand Total:				\$218,421.85

The original (Contract Sum)	\$ 3,504,200.00
Net change by previously authorized Change Orders	\$ 57,055.35
The contract sum prior to this Change Order was	\$ 3,561,255.35
The contract sum would be changed by this Change Order in the amount of	\$ 218,421.85
The new contract sum including this Change Order will be	\$ 3,779,677.20
The contract time will not be changed by this Change Order by	

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413

CM Construction Company
12215 Nicollet Avenue
Burnsville Minnesota 55337

**Design Tree Engineering-
Main Office**
3339 W. St. Germain Street,
Suite 250
St. Cloud Minnesota 56301

**Independent School District
#197**
1897 Delaware Avenue
Mendota Heights Minnesota
55118

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
-----------	------	-----------	------	-----------	------	-----------	------

WORK CHANGE PROPOSAL REQUEST

Project: ISD 197 Friendly Hills Middle School IAQ Upgrades
Project Location: 701 Mendota Heights Rd, Mendota Heights, MN 55120
Date: 09/13/2024

This is a notice of contemplated change for which a quotation is requested. Please attach an itemized quotation for the changes to the Contract Sum as described below. The price submitted for the contemplated change shall show breakdown of equipment, material and labor and shall include mark-up and tax where applicable. The price submitted is to be full and final and shall include original subtrade and supplier quotations and supporting calculations and include all direct, indirect and related impact costs. The submission shall include any adjustments in Contract Time.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION OF PROPOSED WORK CHANGES:

Scope of Work: The scope of this work involves the removal and replacement of all existing grooved couplings and fittings on the hot water supply and return piping systems throughout Friendly Hills Middle School. The existing couplings and fittings, most or all of which were installed during the original construction in the mid-to-late 1990s, have been identified as problematic due to their older gasket material, which requires the school district to maintain boiler operation year-round to prevent leaks.

The existing couplings and fittings will be replaced with Victaulic QuickVic 107V couplings and fittings, which feature enhanced EPDM gaskets rated for -30°F to 250°F, suitable for hot water systems including glycol (<https://www.victaulic.com/quickvicsystem/>). This approach is intended to provide a long-term solution without the need for welded joints, minimizing labor costs, safety risks, and disruptions to the existing piping systems.

Any insulation which is removed and/or damaged during the work shall be replaced with equivalent insulation to match existing conditions. Exposed and visible piping/insulation shall also be painted to match existing as required.

Request for Pricing Options:

Please provide pricing in the following formats:

1. **Lump Sum Price:**
 - Provide a lump sum price per school for the complete replacement of all existing grooved couplings and fittings on the hot water supply and return piping systems.
 - This price should assume a reasonable number of existing couplings and fittings, based on your preliminary inspection. The exact number of couplings/fittings is to be confirmed by the contractor during subsequent detailed site walk-through(s) as required.
2. **Per Unit Price:**
 - Additionally, please provide a per-unit price for the replacement of couplings and fittings based on the following pipe sizes:
 - 2"
 - 2 1/2"
 - 3"
 - 4"

PROPOSAL REQUEST NO. 1

ISD 197 Friendly Hills Middle School IAQ Upgrades

- 5"
 - 6"
 - The per-unit price should include labor, materials, and all associated costs for replacing each coupling/fitting size.
- 3. **Combined Approach:**
 - Should the actual number of couplings and/or fittings on-site vary significantly from initial assumptions, please indicate how the lump sum price will be adjusted using the per-unit pricing. This ensures flexibility in the event additional or fewer couplings/fittings are identified during the project.

END OF PROPOSAL REQUEST



ISD 197 -
FRIENDLY HILLS
MS IAQ

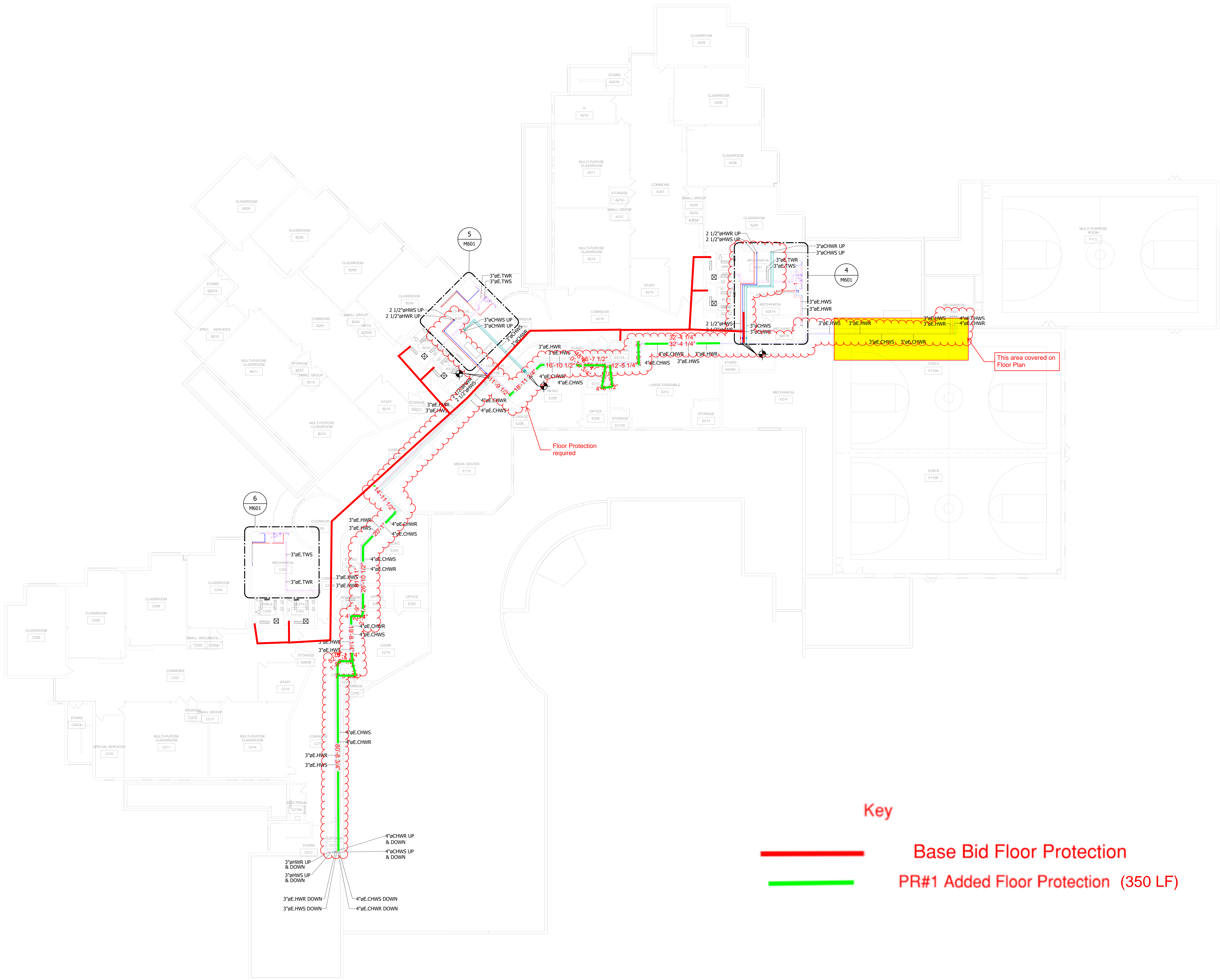
701 Mendota Heights Rd.
Mendota Heights, MN
55120

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CHECKED BY:	RMS	
PROJECT NO.:	12223007_A	
NO.	DATE	DESCRIPTION

OVERALL LEVEL 2
HYDRONIC PIPING
PLAN

DRAWING NO.
M302



ISD 197 -
FRIENDLY HILLS
MS IAQ

701 Mendota Heights Rd.
Mendota Heights, MN
55120

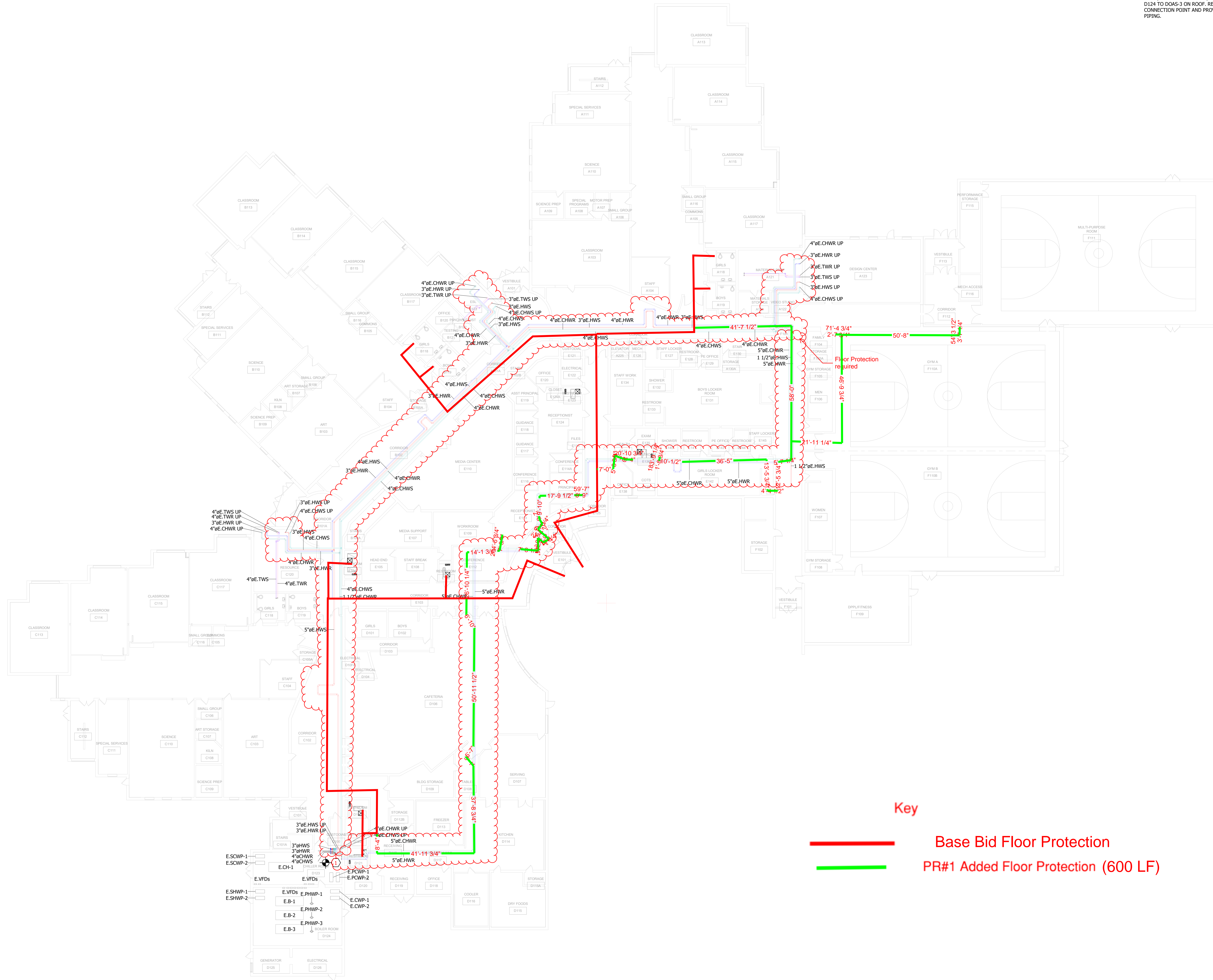
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DRAWN BY:	NRW	
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PROJECT NO.:	12223007_A	
NO.	DATE	DESCRIPTION

OVERALL LEVEL 1
HYDRONIC PIPING
PLAN

DRAWING NO.
M301

- KEYED NOTES:
- EXTEND NEW 4" CHWS/CHWR AND 3" HWS/HWR PIPING FROM E.8" CHWS/CHWR AND E.5" HWS/HWR IN CHILLER RM D123 / BOILER RM D124 TO DOAS-3 ON ROOF. REFER TO M704. FIELD VERIFY EXACT CONNECTION POINT AND PROVIDE ISOLATION VALVES FOR NEW PIPING.





Friendly Hills Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/6/2025
Change Event:
PCO #:
PR/SI #: **PR#1 Cover Page**

Project Manager: Carlos C. Alderete

Complete Pricing Page - All pricing for all Unit pricing and PR#1 is included on this page. For further breakdown please see follow pages.

COST SUMMARY

Description	Cost	Notes/Attachments
PR#1 Total Cost (Included Allowance)	\$ 218,421.85	See pricing Breakdown on other pages
UPA#1 - Total Unit Price	\$ 762.30	
UPA#2 - Total Unit Price	\$ 801.15	
UPA#3 - Total Unit Price	\$ 900.90	
UPA#4 - Total Unit Price	\$ 792.75	
UPA#5 - Total Unit Price	\$ 805.35	
UPA#6 - Total Unit Price	\$ 1,064.70	
UPA#7 - Total Unit Price	\$ 831.60	
UPA#8 - Total Unit Price	\$ 1,396.50	

Signature: _____

Carlos C. Alderete

Digitally signed by Carlos C. Alderete
DN: cn=Carlos C. Alderete, o=CM Construction Co., ou=CM Construction Co., ou=Project Management, email=carlos.alderete@cmconstructionco.com
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2025.02.06 17:23:23-0800

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

Time Extension

Calendar Days

0

This pricing and extension of time is based upon the currently known conditions affected by the requested change. If other conditions become known, We will submit a detail of the added pricing. This pricing does not cover any other items other than those detailed above.



Friendly Hills Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/6/2025
Change Event:
PCO #:
PR/SI #: **PR#1**

Project Manager: Carlos C. Alderete

CE#1 or PR#1 added scope of work for coupling replacement. It also add more floor protection and clean up hours. Two rows of floor protection is required for **Ram Board** In order to have 6ft of coverage. ACT Ceilings will need to be removed in order to access replacement areas for Master Mechanical. Please see futher cost breakdown below.

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ 11,080.00	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ 4,260.00	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ 334.41	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ 15,674.41	
10% Overhead and Profit	\$ 1,567.44	
Self Performed Total	\$ 17,241.85	A
Subcontractors Subtotal	\$ 191,600.00	Auto Fill from Sub-Total Below
5% Overhead and Profit	\$ 9,580.00	
Subcontractor Total	\$ 201,180.00	B
TOTAL COST OF CHANGE	\$ 218,421.85	A+B

Signature: _____

Carlos C. Alderete

Digitally signed by Carlos C. Alderete
DN: cn=Carlos C. Alderete, email=carlos@cmconstruction.com,
c=US, ou=CM Construction Co., o=CM Construction Co., ou=Project Management
Reason: I agree to the terms defined by the placement of my
signature on this document
Date: 2025.02.06 17:20:45 -0500

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Carpenter (Reinstall ONLY)	32	Hr	\$ 110.00	\$ 3,520.00
Labor (ACT Removal ONLY)	32	Hr	\$ 105.00	\$ 3,360.00
Labor (RAM BOARD Floor Protection)	40	Hr	\$ 105.00	\$ 4,200.00
Supervision (Document Review PR#1)	No Cost to Owner	Hr	\$ 120.00	\$ -
				\$ -
Sub-Total				\$ 11,080.00
Materials and Equipment (ONLY) By Task	Qty	Unit	Unit Cost	Total Cost
Dumpsters		E	\$ 520.00	\$ -
Add Floor Protection (Level 1) - RAM Board, Tape, adhesive - 2x 600 LF (6ft) Coverage	1200	LF	\$ 2.00	\$ 2,400.00
Add Floor Protection (Level 1) - RAM Board, Tape, adhesive - 2x 350 LF (6ft) Coverage	700	LF	\$ 2.00	\$ 1,400.00
ACT Ceiling Replacement (included only Damaged Grid ONLY)	60	E	\$ 6.00	\$ 360.00
ACT Ceiling Replacement (included only Damaged ACT Ceiling Panels)	50	E	\$ 2.00	\$ 100.00
Sub-Total				\$ 4,260.00
Sub-Contractor Proposals		Description of Work		Total Cost
Master Mechanical	PR#1 - Please see Quote from Master Mechanical		\$	176,600.00
Master Mechanical (Allowance per Master Mechanical)	PR#1 - Please see Quote from Master Mechanical		\$	15,000.00
Sub-Total	(Attach Sub-Contractor Proposals)		\$	191,600.00

Time Extension

Calendar Days

TBD

This pricing and extension of time is based upon the currently known conditions affected by the requested change. If other conditions become known, We will submit a detail of the added pricing. This pricing does not cover any other items other than those detailed above.



Date: February 5th, 2025

Re: Friendly Hills Coupling/ Fitting Replacement

Master Mechanical is pleased to present our pricing to remove all Victaulic couplings and fittings in the hydronic system and replace them with Victaulic V107C fittings.

- Drain down the existing Heating Water system
- Remove existing fittings and couplings and replace with new
- Inspection of new fittings by Victaulic Representative
- Refill the system with existing glycol
- Reinsulate new fittings as needed

This proposal is valid for 30 days from the above-mentioned date. After 30 days, please call to confirm pricing

Base Bid:

INCLUDED IN PR#1
PRICING

\$ 176,600

Allowance (for obtaining access to difficult joints)

\$15,000

Unit Pricing:

Qty	Size	Fitting Type	Unit Price
4	3	Victaulic Style 07 Coupling	\$726.00 - Unit Price #1
17	4	Victaulic Style 07 Coupling	\$763.00 - Unit Price #2
36	6	Victaulic Style 07 Coupling	\$858.00 - Unit Price #3
1	3	Victaulic Std Grv 90 Ell	\$755.00 - Unit Price #4
7	4	Victaulic Std Grv 90 Ell	\$767.00 - Unit Price #5
11	6	Victaulic Std Grv 90 Ell	\$1014.00 - Unit Price #6
1	3	Victaulic Std Grv 90 LR Ell	\$792.00 - Unit Price #7
6	6	Victaulic Std Grv 90 LR Ell	\$1330.00 - Unit Price #8

For Unit Price Cost
Please see each GC
Price Sheet

Notes:

1. The second floor insulation conceals where some fittings are located. Master Mechanical cannot guarantee that all concealed fittings will be located and does not take responsibility for any future damage if an existing fitting were to leak.

Excluded:

1. Ceiling removal and replacement
2. New glycol
3. Premium Time
4. Contingency for unforeseen circumstances
5. Troubleshooting, warranty, repair, and/or service of the existing systems and equipment.
6. Protection of existing surfaces
7. Cleaning of the building beyond standard housekeeping
8. Electrical
9. Fire Protection and Alarm Systems

Sincerely,

Natasha Voss
Project Manager
651-440-5804



Friendly Hills Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/6/2025
Change Event:
PCO #:
PR/SI #: **PR#1 - Unit Price #1**

Project Manager: Carlos C. Alderete

Unit price for Victaulic Style 07 Coupling - Unit Price #1

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ -	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ -	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ -	
10% Overhead and Profit	\$ -	
Self Performed Total	\$ -	A
Subcontractors Subtotal	\$ 726.00	Auto Fill from Sub-Total Below
5% Overhead and Profit	\$ 36.30	
Subcontractor Total	\$ 762.30	B
Total Unit Pirce	\$ 762.30	A+B

Signature: _____

Carlos C. Alderete

Digitally signed by Carlos C. Alderete
DN: cn=Carlos C. Alderete, email=cc@cmconstruction.com,
ou="CM Construction", ou="Project Management",
cn="Carlos C. Alderete"
Reason: I agree to the terms defined by the placement of my
signature on this document
Date: 2025.02.06 17:20:45 -0500

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task		Qty	Unit	Unit Cost	Total Cost
Carpenter			Hr	\$ 110.00	\$ -
Labor			Hr	\$ 105.00	\$ -
Supervision			Hr	\$ 120.00	\$ -
					\$ -
Sub-Total					\$ -
Materials and Equipment By Task		Qty	Unit	Unit Cost	Total Cost
			E		\$ -
			LF		
					\$ -
Sub-Total					\$ -
Sub-Contractor Proposals		Description of Work			Total Cost
Master Mechanical		Unit Price #1 - Victaulic Style 07 Coupling			\$ 726.00
Sub-Total		(Attach Sub-Contractor Proposals)			\$ 726.00

Time Extension

Calendar Days

0

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Friendly Hills Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/6/2025
Change Event:
PCO #:
PR/SI #: **PR#1 - Unit Price #2**

Project Manager: Carlos C. Alderete

Unit price for Victaulic Style 07 Coupling - Unit Price #2

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ -	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ -	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ -	
10% Overhead and Profit	\$ -	
Self Performed Total	\$ -	A
Subcontractors Subtotal	\$ 763.00	Auto Fill from Sub-Total Below
5% Overhead and Profit	\$ 38.15	
Subcontractor Total	\$ 801.15	B
Total Unit Price	\$ 801.15	A+B

Signature: _____

Carlos C. Alderete

Digitally signed by Carlos C. Alderete
DN: cn=Carlos C. Alderete, email=cc@cmconstruction.com,
ou=CM Construction - CM Project Management, c=US
Reason: I agree to the terms defined by the placement of my
signature on this document
Date: 2025.02.06 17:02:45 -0500

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Carpenter		Hr	\$ 110.00	\$ -
Labor		Hr	\$ 105.00	\$ -
Supervision		Hr	\$ 120.00	\$ -
				\$ -
Sub-Total				\$ -
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
		E		\$ -
		LF		
				\$ -
Sub-Total				\$ -
Sub-Contractor Proposals		Description of Work		Total Cost
Master Mechanical	Unit Price #2 - Victaulic Style 07 Coupling			\$ 763.00
Sub-Total	(Attach Sub-Contractor Proposals)			\$ 763.00

Time Extension

Calendar Days

0

This pricing and extension of time is based upon the currently known conditions affected by the requested change. If other conditions become known, We will submit a detail of the added pricing. This pricing does not cover any other items other than those detailed above.



Friendly Hills Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/6/2025
Change Event:
PCO #:
PR/SI #: PR#1 - Unit Price #3

Project Manager: Carlos C. Alderete

Unit price for Victaulic Style 07 Coupling - Unit Price #3

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ -	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ -	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ -	
10% Overhead and Profit	\$ -	
Self Performed Total	\$ -	A
Subcontractors Subtotal	\$ 858.00	Auto Fill from Sub-Total Below
5% Overhead and Profit	\$ 42.90	
Subcontractor Total	\$ 900.90	B
Total Unit Price	\$ 900.90	A+B

Signature: _____

Carlos C. Alderete

Digitally signed by Carlos C. Alderete
DN: cn=Carlos C. Alderete, email=carlos@cmconstruction.com,
ou=CM Construction, o=CM Project Management
I, the undersigned, agree to the terms defined by the placement of my
signature on this document
Date: 2025.02.06 11:20:45 -0500

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Carpenter		Hr	\$ 110.00	\$ -
Labor		Hr	\$ 105.00	\$ -
Supervision		Hr	\$ 120.00	\$ -
				\$ -
Sub-Total				\$ -
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
		E		\$ -
		LF		
				\$ -
Sub-Total				\$ -
Sub-Contractor Proposals		Description of Work		Total Cost
Master Mechanical	Unit Price #3 - Victaulic Style 07 Coupling			\$ 858.00
Sub-Total	(Attach Sub-Contractor Proposals)			\$ 858.00

Time Extension

Calendar Days

0

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Friendly Hills Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

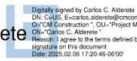
Date : 2/6/2025
Change Event:
PCO #:
PR/SI #: **PR#1 - Unit Price #4**

Project Manager: Carlos C. Alderete

Unit price for Victaulic Std Grv 90 Ell - Unit Price #4

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ -	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ -	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ -	
10% Overhead and Profit	\$ -	
Self Performed Total	\$ -	A
Subcontractors Subtotal	\$ 755.00	Auto Fill from Sub-Total Below
5% Overhead and Profit	\$ 37.75	
Subcontractor Total	\$ 792.75	B
Total Unit Price	\$ 792.75	A+B

Signature:  Carlos C. Alderete
I, Carlos C. Alderete, agree to the terms defined by the placement of my signature on this document.
Date: 2025-02-06 17:25:45-0500

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Carpenter		Hr	\$ 110.00	\$ -
Labor		Hr	\$ 105.00	\$ -
Supervision		Hr	\$ 120.00	\$ -
				\$ -
Sub-Total				\$ -
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
		E		\$ -
		LF		
				\$ -
Sub-Total				\$ -
Sub-Contractor Proposals		Description of Work		Total Cost
Master Mechanical	Unit Price #4 - Victaulic Std Grv 90 Ell			\$ 755.00
Sub-Total	(Attach Sub-Contractor Proposals)			\$ 755.00

Time Extension

Calendar Days

0

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Friendly Hills Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/6/2025
Change Event:
PCO #:
PR/SI #: **PR#1 - Unit Price #5**

Project Manager: Carlos C. Alderete

Unit price for Victaulic Std Grv 90 Ell - Unit Price #5

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ -	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ -	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ -	
10% Overhead and Profit	\$ -	
Self Performed Total	\$ -	A
Subcontractors Subtotal	\$ 767.00	Auto Fill from Sub-Total Below
5% Overhead and Profit	\$ 38.35	
Subcontractor Total	\$ 805.35	B
Total Unit Pirce	\$ 805.35	A+B

Signature: Carlos C. Alderete

Digitally signed by Carlos C. Alderete
DN: cn=Carlos C. Alderete, email=cc@cmconstructionco.com,
c=CM Construction Co., ou="Project Management",
serial=1, givenName=Carlos, o=CM Construction Co.
Reason: I agree to the terms defined by the placement of my
signature on this document
(Date: 2025.02.05 17:20:45-0500)

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Carpenter		Hr	\$ 110.00	\$ -
Labor		Hr	\$ 105.00	\$ -
Supervision		Hr	\$ 120.00	\$ -
				\$ -
Sub-Total				\$ -
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
		E		\$ -
		LF		
				\$ -
Sub-Total				\$ -
Sub-Contractor Proposals		Description of Work		Total Cost
Master Mechanical	Unit Price #5 - Victaulic Std Grv 90 Ell			\$ 767.00
Sub-Total	(Attach Sub-Contractor Proposals)			\$ 767.00

Time Extension

Calendar Days

0

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Friendly Hills Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/6/2025
Change Event:
PCO #:
PR/SI #: PR#1 - Unit Price #6

Project Manager: Carlos C. Alderete

Unit price for Victaulic Std Grv 90 Ell - Unit Price #6

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ -	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ -	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ -	
10% Overhead and Profit	\$ -	
Self Performed Total	\$ -	A
Subcontractors Subtotal	\$ 1,014.00	Auto Fill from Sub-Total Below
5% Overhead and Profit	\$ 50.70	
Subcontractor Total	\$ 1,064.70	B
Total Unit Pirce	\$ 1,064.70	A+B

Signature: Carlos C. Alderete

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Carpenter		Hr	\$ 110.00	\$ -
Labor		Hr	\$ 105.00	\$ -
Supervision		Hr	\$ 120.00	\$ -
				\$ -
Sub-Total				\$ -
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
		E		\$ -
		LF		
				\$ -
Sub-Total				\$ -
Sub-Contractor Proposals		Description of Work		Total Cost
Master Mechanical	Unit Price #6 - Victaulic Std Grv 90 Ell			\$ 1,014.00
Sub-Total	(Attach Sub-Contractor Proposals)			\$ 1,014.00

Time Extension Calendar Days 0

This pricing and extension of time is based upon the currently known conditions affected by the requested change. If other conditions become known, We will submit a detail of the added pricing. This pricing does not cover any other items other than those detailed above.



Friendly Hills Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/6/2025
Change Event:
PCO #:
PR/SI #: PR#1 - Unit Price #7

Project Manager: Carlos C. Alderete

Unit price for Victaulic Std Grv 90 LR Ell - Unit Price #7

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ -	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ -	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ -	
10% Overhead and Profit	\$ -	
Self Performed Total	\$ -	A
Subcontractors Subtotal	\$ 792.00	Auto Fill from Sub-Total Below
5% Overhead and Profit	\$ 39.60	
Subcontractor Total	\$ 831.60	B
Total Unit Price	\$ 831.60	A+B

Signature:

Carlos C. Alderete

Digitally signed by Carlos C. Alderete
DN: cn=Carlos C. Alderete, email=cc@cmconstruction.com,
ou=CM Construction, o=CM Construction, c=US
I, Carlos C. Alderete, agree to the terms defined by the placement of my
signature on this document
Date: 2025.02.06 17:25:45-05'00'

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Carpenter		Hr	\$ 110.00	\$ -
Labor	0	Hr	\$ 105.00	\$ -
Supervision	0	Hr	\$ 120.00	\$ -
				\$ -
Sub-Total				\$ -
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
		E		\$ -
		LF		
				\$ -
Sub-Total				\$ -
Sub-Contractor Proposals	Description of Work			Total Cost
Master Mechanical	Unit Price #7 - Victaulic Std Grv 90 LR Ell			\$ 792.00
Sub-Total	(Attach Sub-Contractor Proposals)			\$ 792.00

Time Extension

Calendar Days

0

This pricing and extension of time is based upon the currently known conditions affected by the requested change. If other conditions become known, We will submit a detail of the added pricing. This pricing does not cover any other items other than those detailed above.



Friendly Hills Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/6/2025
Change Event:
PCO #:
PR/SI #: **PR#1 - Unit Price #8**

Project Manager: Carlos C. Alderete

Unit price for Victaulic Std Grv 90 LR Ell - Unit Price #8

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ -	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ -	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ -	
10% Overhead and Profit	\$ -	
Self Performed Total	\$ -	A
Subcontractors Subtotal	\$ 1,330.00	Auto Fill from Sub-Total Below
5% Overhead and Profit	\$ 66.50	
Subcontractor Total	\$ 1,396.50	B
Total Unit Price	\$ 1,396.50	A+B

Signature: Carlos C. Alderete

I hereby signed by Carlos C. Alderete
On: 2/6/25, E-carlos.alderete@cmconstructionco.com,
for CM Construction - "CM - Project Management",
I agree to the terms defined by the placement of my
signature on this document
Date: 2025-02-06 17:25:46 -0500

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Carpenter		Hr	\$ 110.00	\$ -
Labor	0	Hr	\$ 105.00	\$ -
Supervision	0	Hr	\$ 120.00	\$ -
				\$ -
Sub-Total				\$ -
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
		E		\$ -
		LF		
				\$ -
Sub-Total				\$ -
Sub-Contractor Proposals		Description of Work		Total Cost
Master Mechanical	Unit Price #8 - Victaulic Std Grv 90 LR Ell			\$ 1,330.00
Sub-Total	(Attach Sub-Contractor Proposals)			\$ 1,330.00

Time Extension

Calendar Days

0

This pricing and extension of time is based upon the currently known conditions affected by the requested change. If other conditions become known, We will submit a detail of the added pricing. This pricing does not cover any other items other than those detailed above.

To: School Board Members

From: Mark Fortman, Director of Operations

Date: May 5, 2025

Re: Heritage Ventilation Project Change Order # 03

BACKGROUND:

As a reminder, the board accepted the bid for this project in August of last year. The cost was significantly lower than the original projection. The project was also planned to be a 2-year project, where we intended to bid out phase 2 next fall for a summer 2026 piping replacement. Though this change order will increase the cost of the current project by \$197,355.84 it will also eliminate the need for the phase 2 project estimated to cost an additional \$2 million. This is possible because we continued to work with our design team and identified an alternative process that will enable us to complete the overall project this summer.

The scope of this change order work involves the removal and replacement of all existing grooved couplings and fittings on the hot water supply and return piping systems throughout Heritage Middle School. The existing couplings and fittings are problematic, requiring us to maintain boiler operation year-round to prevent leaks. The existing couplings and fittings will be replaced with Victaulic couplings and fittings, which feature enhanced EPDM gaskets rated for temperatures ranging from -30°F to 250°F, making them suitable for hot water systems, including those with glycol. The original project scope required the removal of all these fittings and the installation of new piping, which was then welded. This new approach will provide a long-term solution without the need for welded joints. This greatly reduces labor costs and long-term disruptions to the existing piping systems.

RECOMMENDED RESOLUTION:

BE IT RESOLVED by the School Board of School District 197 to approve Change Order #03 from CM Construction for \$197,355.84.



ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S23082-HMS - West St. Paul-Mendota Heights-Eagan ISD 197 -
Heritage Middle School IAQ
121 Butler Avenue West
West St. Paul, Minnesota 55118

Contract Change Order #003: CM Construction CO #003 - HMS

CONTRACT COMPANY:	CM Construction Company 12215 Nicollet Avenue Burnsville, Minnesota 55337	CONTRACT FOR:	SC-S23082-HMS-001:Heritage Middle School IAQ
DATE CREATED:	4/21/2025	CREATED BY:	Todd Wetzel (ICS - Minneapolis, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$197,355.84

DESCRIPTION:

CE #001 - PR #001 - Victaulic Fittings: \$197,355.84
Please provide pricing for attached PR #001.

ATTACHMENTS:

[CE#1 - PR#1 - Pricing Binder Signed.pdf](#) [2024-09-13_HMS_PR-1.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #003

#	Cost Code	Description	Type	Amount
1	05-5.01 - CM Construction - Single Prime	PR #001 - Victaulic Fittings	Other	\$ 197,355.84
Subtotal:				\$197,355.84
Grand Total:				\$197,355.84

The original (Contract Sum)	\$ 3,790,200.00
Net change by previously authorized Change Orders	\$ 54,022.95
The contract sum prior to this Change Order was	\$ 3,844,222.95
The contract sum would be changed by this Change Order in the amount of	\$ 197,355.84
The new contract sum including this Change Order will be	\$ 4,041,578.79
The contract time will not be changed by this Change Order by	

ICS
1331 Tyler Street NE, Suite
101
Minneapolis, Minnesota 55413

CM Construction Company
12215 Nicollet Avenue
Burnsville Minnesota 55337

Design Tree Engineering-
Main Office
3339 W. St. Germain Street,
Suite 250
St. Cloud Minnesota 56301

Independent School District
#197
1897 Delaware Avenue
Mendota Heights Minnesota
55118

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
-----------	------	-----------	------	-----------	------	-----------	------

WORK CHANGE PROPOSAL REQUEST

Project: ISD 197 Heritage Middle School IAQ Upgrades
Project Location: 121 Butler Ave West, West St. Paul, MN 55118
Date: 09/13/2024

This is a notice of contemplated change for which a quotation is requested. Please attach an itemized quotation for the changes to the Contract Sum as described below. The price submitted for the contemplated change shall show breakdown of equipment, material and labor and shall include mark-up and tax where applicable. The price submitted is to be full and final and shall include original subtrade and supplier quotations and supporting calculations and include all direct, indirect and related impact costs. The submission shall include any adjustments in Contract Time.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION OF PROPOSED WORK CHANGES:

Scope of Work: The scope of this work involves the removal and replacement of all existing grooved couplings and fittings on the hot water supply and return piping systems throughout Heritage Middle School. The existing couplings and fittings, most or all of which were installed during the original construction in the mid-to-late 1990s, have been identified as problematic due to their older gasket material, which requires the school district to maintain boiler operation year-round to prevent leaks.

The existing couplings and fittings will be replaced with Victaulic QuickVic 107V couplings and fittings, which feature enhanced EPDM gaskets rated for -30°F to 250°F, suitable for hot water systems including glycol (<https://www.victaulic.com/quickvicsystem/>). This approach is intended to provide a long-term solution without the need for welded joints, minimizing labor costs, safety risks, and disruptions to the existing piping systems.

Any insulation which is removed and/or damaged during the work shall be replaced with equivalent insulation to match existing conditions. Exposed and visible piping/insulation shall also be painted to match existing as required.

Request for Pricing Options:

Please provide pricing in the following formats:

1. **Lump Sum Price:**
 - Provide a lump sum price per school for the complete replacement of all existing grooved couplings and fittings on the hot water supply and return piping systems.
 - This price should assume a reasonable number of existing couplings and fittings, based on your preliminary inspection. The exact number of couplings/fittings is to be confirmed by the contractor during subsequent detailed site walk-through(s) as required.
2. **Per Unit Price:**
 - Additionally, please provide a per-unit price for the replacement of couplings and fittings based on the following pipe sizes:
 - 2"
 - 2 1/2"
 - 3"
 - 4"

PROPOSAL REQUEST NO. 1

ISD 197 Heritage Middle School IAQ Upgrades

- 5"
 - 6"
 - The per-unit price should include labor, materials, and all associated costs for replacing each coupling/fitting size.
- 3. **Combined Approach:**
 - Should the actual number of couplings and/or fittings on-site vary significantly from initial assumptions, please indicate how the lump sum price will be adjusted using the per-unit pricing. This ensures flexibility in the event additional or fewer couplings/fittings are identified during the project.

END OF PROPOSAL REQUEST





Friendly Hills Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/7/2025
Change Event:
PCO #:
PR/SI #: **PR#1 Cover Page**

Project Manager: Carlos C. Alderete

Complete Pricing Page - All pricing for all Unit pricing and PR#1 is included on this page. For further breakdown please see follow pages.

COST SUMMARY

Description	Cost	Notes/Attachments
PR#1 Total Cost (Included Allowance)	\$ 197,355.84	See pricing Breakdown on other pages
UPA#1 - Total Unit Price	\$ 762.30	
UPA#2 - Total Unit Price	\$ 801.15	
UPA#3 - Total Unit Price	\$ 900.90	
UPA#4 - Total Unit Price	\$ 792.75	
UPA#5 - Total Unit Price	\$ 805.35	
UPA#6 - Total Unit Price	\$ 1,064.70	
UPA#7 - Total Unit Price	\$ 831.60	
UPA#8 - Total Unit Price	\$ 1,396.50	

Signature: _____

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

Time Extension

Calendar Days

0

This pricing and extension of time is based upon the currently known conditions affected by the requested change. If other conditions become known, We will submit a detail of the added pricing. This pricing does not cover any other items other than those detailed above.



Heritage Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/7/2025
Change Event: 1
PCO #:
PR/SI #: 1

Project Manager: Carlos C. Alderete

CE#1 or PR#1 added scope of work for coupling replacement. It also add more floor protection and clean up hours. Two rows of floor protection is required for **Ram Board** in order to have 6ft of coverage. ACT Ceilings will need to be removed in order to access replacement areas for Master Mechanical. See Plan pages for reference. Please see futher cost breakdown below.

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ 20,465.00	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ 7,550.00	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ 592.68	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ 28,607.68	
10% Overhead and Profit	\$ 2,860.77	
Self Performed Total	\$ 31,468.44	A
Subcontractors Subtotal	\$ 157,988.00	Auto Fill from Sub-Total Below
5% Overhead and Profit	\$ 7,899.40	
Subcontractor Total	\$ 165,887.40	B
TOTAL COST OF CHANGE	\$ 197,355.84	A+B

Signature:

Carlos C. Alderete

Digital signed by Carlos C. Alderete
DN: cn=Carlos C. Alderete, email=cc@cmconstruction.com,
ou=CM Construction - QCM Project Management,
c=US, email=cc@cmconstruction.com
Reason: I agree to the terms defined by the placement of my
signature on this document
Date: 2025.02.07 12:29:29-0700

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Carpenter (ACT Reinstall ONLY)	40	Hr	\$ 110.00	\$ 4,400.00
Labor (Cleaning)	16	Hr	\$ 105.00	\$ 1,680.00
Labor (ACT Removal ONLY)	40	Hr	\$ 105.00	\$ 4,200.00
Labor (Drywall Removal in G & F Area) - Demolition (Orange Area)	32	Hr	\$ 105.00	\$ 3,360.00
Labor (RAM BOARD Floor Protection)	65	Hr	\$ 105.00	\$ 6,825.00
Supervision (Document Review PR#1)	No Cost to Owner	Hr	\$ 120.00	\$ -
Sub-Total				\$ 20,465.00
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
Dumpsters	0	E	\$ 410.00	\$ -
Add Floor Protection (Level 1) - RAM Board, Tape, adhesive - 2x 850 LF (6ft) Coverage	1700	LF	\$ 2.00	\$ 3,400.00
Add Floor Protection (Level 1) - In area G and F as shown on Plans (2x800 LF (6ft) Coverage	1600	LF	\$ 2.00	\$ 3,200.00
ACT Ceiling Replacement (included only Damaged Grid ONLY)	125	E	\$ 6.00	\$ 750.00
ACT Ceiling Replacement (included only Damaged ACT Ceiling Panels)	100	E	\$ 2.00	\$ 200.00
Sub-Total				\$ 7,550.00
Sub-Contractor Proposals		Description of Work		Total Cost
Master Mechanical	PR#1 - Please see Master Mechanical PR		\$	128,400.00
Master Mechanical - Allowance	PR#1 - Please see Master Mechanical PR		\$	15,000.00
JSH - Added Drywall Patching (Shown in Organge)	PR#1 Pricing - See floor Protection plan - Area in Organge		\$	13,638.00
Washce - Added Painting (Shown in Organge)	PR#1 Pricing - See floor Protection plan - Area in Organge		\$	950.00
Sub-Total	(Attach Sub-Contractor Proposals)		\$	157,988.00

Time Extension

Calendar Days

TBD

This pricing and extension of time is based upon the currently known conditions affected by the requested change. If other conditions become known, We will submit a detail of the added pricing. This pricing does not cover any other items other than those detailed above.



Date: February 5th, 2025

Re: Heritage Middle School Coupling/ Fitting Replacement

Master Mechanical is pleased to present our pricing to remove all Victaulic couplings and fittings in the hydronic system and replace them with Victaulic V107C fittings.

- Drain down the existing Heating Water system
- Remove existing fittings and couplings and replace with new
- Inspection of new fittings by Victaulic Representative
- Refill the system with existing glycol
- Reinsulate new fittings as needed

This proposal is valid for 30 days from the above-mentioned date. After 30 days, please call to confirm pricing

Base Bid:

\$ 128,400

Allowance (for obtaining access to difficult joints)

\$15,000

Unit Pricing:

Qty	Size	Fitting Type	Unit Price
4	3	Victaulic Style 07 Coupling	\$726.00 - Unit Price #1
17	4	Victaulic Style 07 Coupling	\$763.00 - Unit Price #2
36	6	Victaulic Style 07 Coupling	\$858.00 - Unit Price #3
1	3	Victaulic Std Grv 90 Ell	\$755.00 - Unit Price #4
7	4	Victaulic Std Grv 90 Ell	\$767.00 - Unit Price #5
11	6	Victaulic Std Grv 90 Ell	\$1014.00 - Unit Price #6
1	3	Victaulic Std Grv 90 LR Ell	\$792.00 - Unit Price #7
6	6	Victaulic Std Grv 90 LR Ell	\$1330.00 - Unit Price #8

For Unit Price Cost
Please see each GC
Price Sheet

Notes:

1. The second-floor insulation conceals where some fittings are located. Master Mechanical cannot guarantee that all concealed fittings will be located and does not take responsibility for any future damage if an existing fitting were to leak.

Excluded:

1. Ceiling removal and replacement
2. New glycol
3. Premium Time
4. Contingency for unforeseen circumstances
5. Troubleshooting, warranty, repair, and/or service of the existing systems and equipment.
6. Protection of existing surfaces
7. Cleaning of the building beyond standard housekeeping
8. Electrical
9. Fire Protection and Alarm Systems

Sincerely,

Natasha Voss
Project Manager
651-440-5804

JSH Construction, LLC

1050 Industries Circle
Howard Lake, MN 55349
Proposal
2/7/2025

Project Name: Heritage Magnet School
General Contractor: CM Construction
G.C. Contact: Carlos Alderete
JSH Contact: Dave Jarl
Phone: 320-444-8788

Email: dave@jshconstructionllc.com

Addendums:

Alternates: n/a

Included Services per plans and specs (labor and material unless otherwise noted)	Price
<u>Patching of gypsum board ceilings due to removal for mechanical work per plans received 2-6-2025</u>	
<u>Patch framing, gyp bd to level 4 finish ready for paint.</u>	
<u>Labor-</u>	\$10,908.00
<u>Materials-</u>	\$2,730.00

Disposal of our waste in G.C. supplied dumpster.

Exclusions

Demolition
Flashings
Permits
Dumpster
Overtime
Winter conditions
Unloading of materials supplied by others
Caulking other than noted in included services

Total \$13,638.00

Accepted by: _____ Date: _____

*JSH Construction, LLC reserves the right to withdraw this proposal after 30 days.

GENERAL NOTES

1. PROVIDE WALL ALLOWING FOR ALL WALL SUPPORTED PERIMETER UNITS NOT LIMITED TO WALL CABINETS, TRIMS, WINDOWS TREATMENTS, PARTITIONS, DOOR STOPS, TOILET ACCESSORIES, VISUAL DISPLAY DEVICES, ETC.
2. SEE STRUCTURAL FOR ALL CONCRETE FLOOR RECESSES, PROVIDE POSITIVE SLOPE TO ALL FLOOR AND TRENCH DRAINS.
3. ALL CONCRETE BLOCK OUTSIDE CORNERS SHALL BE BALANCED UNITS UNLESS DETAILED OR NOTED OTHERWISE. CONTRACTOR TO CHECK OUTSIDE CORNERS OF BLOCK UNITS PRIOR TO LAYING WITH INSURED BLOCK BALANCE.
4. REFER TO SHEETS FOR LOCATION OF ALL FIRE RATED BUILDING WALLS. PROVIDE FIRE RATED ASSEMBLY FOR ALL PENETRATIONS AND JOINTS TO MEET THE REQUIRED FIRE RATINGS.
5. ALL JANITORS CLOSETS ARE TO BE PROVIDED WITH MATERIALS AS NOTED ON DRAWING.
6. ALL CASEWORK IS NOTED ON INTERIOR ELEVATIONS.
7. REFER TO WALL TYPES AND STRUCTURAL DRAWINGS FOR THICKENED FLOOR SLABS.
8. CONTRACTOR/CONTRACTOR TO VERIFY AND COORDINATE THE INSTALLATION OF ALL EQUIPMENT AND DOWN DRAFT AND FRESH BACKING, ROUGH AND FINISH. HANGERS ARE TO BE COORDINATED BY GENERAL CONTRACTOR.
9. CONTRACTOR/CONTRACTOR TO PROVIDE SHAKING AS REQUIRED FOR MOUNTING OF ALL WALL CASES AND PARTITION MOUNTING. SHAKING IS TO BE DONE PRIOR TO LAYING TRAIL BRACKETS. EQUIPMENT AND TELEPHONE LOCATIONS AND REQUIREMENTS ARE TO BE COORDINATED WITH PLUMBING, MECHANICAL, ELECTRICAL, FOOD SERVICE, AND CONTRACTOR AND OWNER REPRESENTATIVES.
10. CONTRACTOR/CONTRACTOR SHALL VERIFY LOCATIONS OF ALL FOOD SERVICE EQUIPMENT AND COORDINATE LOCATIONS OF FLOOR DRAINS, FLOOR DRAINS, THROUGH DRAINS, SUB DRAINAGE, HANGERS, CURBS, ELECTRICAL PLUMBING STUBS AND ALL OTHER WORK UNDER THE SCOPE OF RESPONSIBILITIES RELATED TO THE EQUIPMENT. REFER TO DRAWINGS AND SPECIFICATIONS FOR CLARIFICATION.
11. GENERAL CONTRACTOR SHALL VERIFY WITH MECHANICAL CONTRACTORS ALL MECHANICAL DUCT SHIFTS, SMOKE STACK, TOILET EXHAUST DUCTS, HANGERS, CLOSET TRAYS, FLOOR DRAINS, ETC. BEFORE SETTING ANY FLOORS.
12. FIRE RATED WALLS AND ENCLOSURES BY GENERAL CONTRACTOR. VERIFY ALL PENETRATIONS BY OTHER TRADES. ALL CONTRACTOR/CONTRACTORS ARE RESPONSIBLE FOR FIRE STOPPING AS REQUIRED.

GENERAL NOTES
1" = 1/8"

LEGEND

RENOVATED AREA

FINISH RENOVATION ONLY

OVERALL REMODELED PLAN LEGEND

100' = 1/8"

Key

Base Bid Floor Protection

PR#1 Added Floor Protection (850 LF)

See page 3 for more info

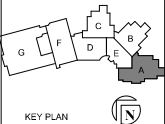
See page 4 for more info

Areas highlighted in Pink have ACT Ceilings and require removal and replacement

Areas highlighted in Orange have gypsum Ceilings and require Demolition, Patching and painting

See overall Floor Plan for added floor protection needed. See page 2

- KEYED NOTES:
- EXISTING CHILLER, PRIMARY CHILLED WATER PUMPS, SECONDARY CHILLED WATER PUMPS, AND ASSOCIATED PIPES LOCATED IN BASEMENT CHILLER ROOM IN THIS AREA.
 - EXISTING NEW 8" CHWISWIR AND 4" THWISWIR PIPING FROM E-8" CHWISWIR AND 4" THWISWIR IN BOILER RM D123 TO DOCK-2,3 ON ROOF. REFER TO HYD. FIELD VERIFY EXACT CONNECTION POINT AND PROVIDE ISOLATION VALVES FOR NEW PIPING.
 - E-8" HWIS TO AREAS F AND G.
 - E-8" HWIS, E-1-1/2" CHWIS, E-1-1/2" CHWIR TO AREAS F AND G.
 - E-8" CHWISWIR TO AREAS F AND G.
 - E-8" THWISWIR TO 1ST FL OF CLASSROOM WING.
 - 8" CHWISWIR AND 4" THWISWIR UP.



KEY PLAN

121 Butler Ave. West
West St. Paul, MN 55118

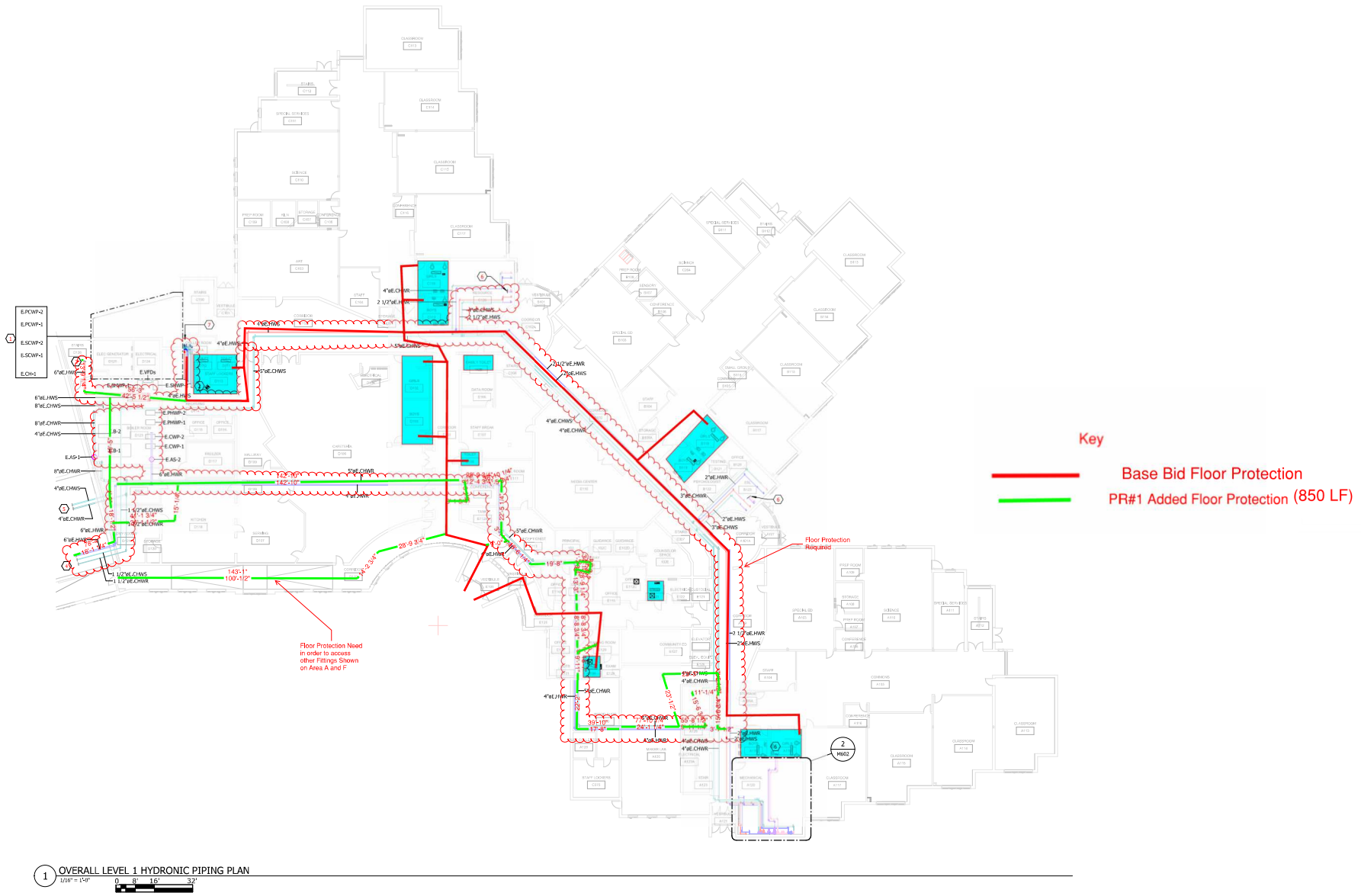
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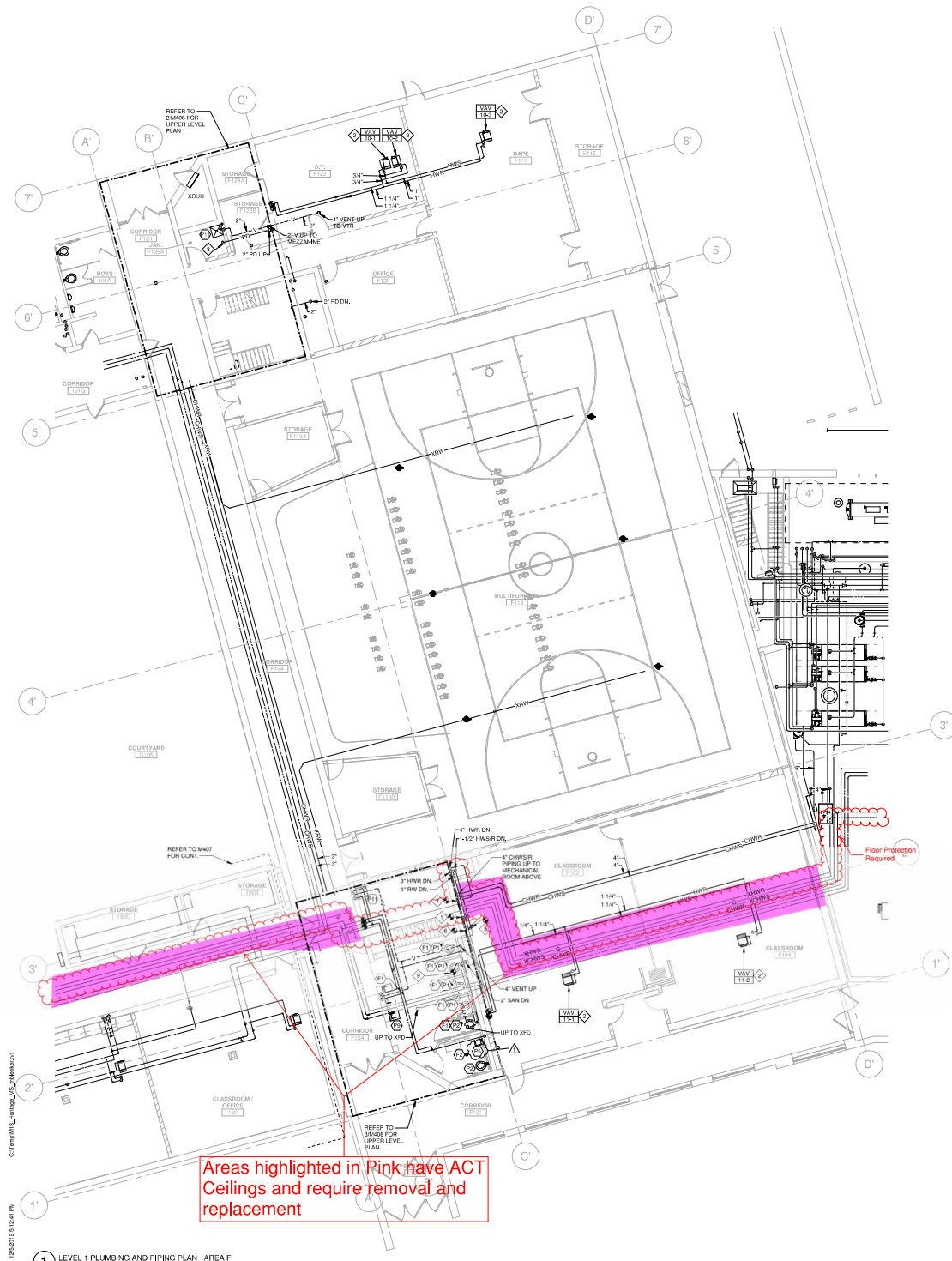
COPYRIGHT © 2024 BY DESIGN TREE ENGINEERING		
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PROJECT NO.:	12223007_B	
REV.	DATE	DESCRIPTION

OVERALL LEVEL 1
HYDRONIC PIPING
PLAN AREAS A-E

DRAWING NO.

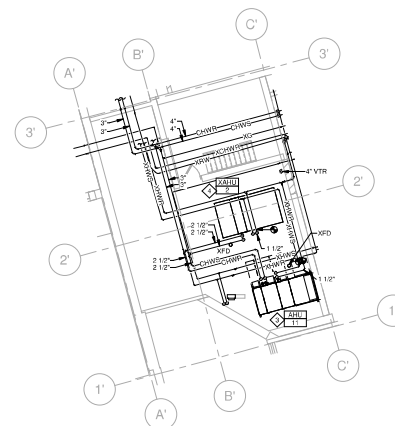
M301





Areas highlighted in Pink have ACT Ceilings and require removal and replacement

2 LEVEL 2 PLUMBING AND PIPING PLAN - AREA F NORTH
1/8" = 1'-0"



3 LEVEL 2 PLUMBING AND PIPING PLAN - AREA F SOUTH
1/8" = 1'-0"

Added Floor Protection Shown on Page 1

GENERAL NOTES - PLUMBING

- ALL WORK SHOWN AND NOTED ON THIS PLAN IS TO BE PROVIDED IN COMPLIANCE WITH THE STATE BUILDING CODES AND ALL OTHER APPLICABLE LOCAL CODES.
- ALL EQUIPMENT, INSTALLATION AND MATERIALS SHALL COMPLY WITH ALL APPLICABLE OWNER CRITERIA.
- REFER TO ARCHITECTURAL DRAWINGS FOR ALL CEILING TYPES, CEILING HEIGHTS, AND COORDINATED CEILING LAYOUT.
- COORDINATE INSTALLATION OF ALL NEW PIPING WITH STRUCTURAL ELEMENTS AND ALL NEW DUCTWORK, CEILINGS, LIGHTS, ETC.
- COORDINATE WITH ARCHITECTURAL DRAWINGS ON REQUIREMENTS FOR ALL CHASES, WALLS, FURROUTS, ETC. REQUIRED FOR DUCTWORK AND PIPING.
- COORDINATE EXACT FLOOR, WALL, AND ROOF PENETRATIONS WITH STRUCTURAL ELEMENTS. REFER TO STRUCTURAL DRAWINGS.
- INSTALL ALL EQUIPMENT AND HORIZONTAL PIPING AS HIGH AS POSSIBLE UP TO 10' TO STRUCTURE.
- PROVIDE PRESTOPPING FOR ALL OPENINGS THRU FIRE-RATED ASSEMBLIES.
- PROVIDE ISOLATION VALVES AT EVERY BRANCH TAKE-OFF FROM MAINS. LOCATE VALVES NEXT TO MAIN WITH HANDLES EASILY ACCESSIBLE.
- ALL PLUMBING FIXTURES ARE IDENTIFIED WITH A PLUMBING FIXTURE TAG.
- REFER TO REFER DIAGRAMS AND DETAILS FOR ADDITIONAL VALVES AND SIZES.
- REFER TO PLUMBING FIXTURE ROUGH-IN AND FLOOR DRAIN SCHEDULES FOR PIPE SIZES TO INDIVIDUAL FIXTURES.
- FITCH ALL UNDERFLOOR SANITARY PIPING AT 1/4" PER FOOT (MIN.) UNLESS NOTED OTHERWISE.
- FITCH ALL SANITARY PIPING AT 1/4" PER FOOT (MIN.) UNLESS NOTED OTHERWISE.
- CAULK ALL CLEANOUT OPENINGS FLUSH TO AVOID TRAPPING OF DIRT.
- PROVIDE ALL EXPOSED PIPES WITH A FINISH DUCTABLE AND READY FOR FIELD FINISHING.

GENERAL NOTES - PIPING

- ALL WORK SHOWN AND NOTED ON THIS PLAN IS TO BE PROVIDED IN COMPLIANCE WITH THE STATE BUILDING CODES AND ALL OTHER APPLICABLE LOCAL CODES.
- COORDINATE NEW PIPING WITH DUCTWORK, CEILINGS, LIGHTS, CONDENSERS, ETC. MOUNT PIPING AS HIGH AS POSSIBLE UP TO 10' TO STRUCTURE. REFER TO ARCHITECTURAL DRAWINGS FOR ALL CHASES, WALLS, FURROUTS, ETC. REQUIRED FOR DUCTWORK AND PIPING.
- PROVIDE PRESTOPPING FOR ALL OPENINGS THRU FIRE-RATED ASSEMBLIES.
- PROVIDE ISOLATION VALVES AT EVERY BRANCH TAKE-OFF FROM MAINS. LOCATE VALVES NEXT TO MAIN WITH HANDLES EASILY ACCESSIBLE.
- FIELD VERIFY ALL CONDITIONS, PIPING, SIZE, ROUTING, ETC.
- ALL CONDENSATE DRAIN PIPING TO BE 1/4" UNLESS NOTED OTHERWISE.
- REFER TO SCHEMATICS AND DETAILS FOR ADDITIONAL VALVES AND SIZES.
- COORDINATE ALL WALLS, CHASES, FURROUTS, ETC. WITH NEW PIPING AND DUCTWORK.

KEYNOTES

- CONNECT TO 4" HW AND REROUTE PIPING TO NEW CHASE.
- EXTEND NEW HW AND REROUTE PIPING TO NEW CHASE AND CONNECT TO NEW VAV BOX.
- NEW AIR HANDLING UNIT MOUNTED ON EXISTING ROOF/CEILING. FIELD VERIFY ALL CONDITIONS, PIPING, SIZE, ROUTING, ETC.
- CONNECT NEW CHILLED WATER PIPING TO NEW CHILLED WATER COIL SECTION. RECONNECT EXISTING PIPING TO NEW HOT WATER COIL SECTION. ROUTE COOLING COIL CONDENSATE PIPING TO REARST.
- CONNECT TO 1/2" HW AND REROUTE PIPING TO NEW CHASE.
- CONNECT TO 2" HW AND REROUTE PIPING TO NEW CHASE.
- CONNECT TO 4" HW AND REROUTE PIPING TO NEW CHASE.
- ROUTE 2" PUMPED DISCHARGE DOWN THROUGH FLOOR. REFER TO W-336 FOR CONTINUATION.
- CONNECT TO 1/2" HW AND REROUTE PIPING TO NEW CHASE.

LSE

ARCHITECTS

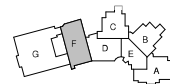
LSE ARCHITECTS, INC.
100 Portland Ave. South, Suite 100
Minneapolis, MN 55401
612.332.2800 fax
www.lse-architects.com

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Heritage Middle School

217 Moreland Avenue West
West St. Paul, MN 55118

HALLBERG
ENGINEERING
INC.
1318 Commerce Center
Lakeland, MN 56001
(953) 748-9100 / Fax (953) 748-9170



Key Plan

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Printed Name: RICHARD LUGO
Signature: *Richard Lugo*

Date: 11.15.19 License #: 43892

No. Date Revision Description

1 11.15.19 100% CD

2 12.06.19 ADDENDUM #2

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Drywall Ceiling -
Needs to be
removed, patched
and Painted



Heritage Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/6/2025
Change Event:
PCO #:
PR/SI #: **PR#1 Unit Price#1**

Project Manager: Carlos C. Alderete

Unit price for Victaulic Style 07 Coupling - Unit Price #1

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ -	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ -	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ -	
10% Overhead and Profit	\$ -	
Self Performed Total	\$ -	A
Subcontractors Subtotal	\$ 726.00	Auto Fill from Sub-Total Below
5% Overhead and Profit	\$ 36.30	
Subcontractor Total	\$ 762.30	B
Total Unit Price #1	\$ 762.30	A+B

Signature: _____

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Carpenter		Hr	\$ 110.00	\$ -
Labor (ACT Ceiling Removal and Reinstall)		Hr	\$ 102.00	\$ -
Labor (Added Floor Protection)		Hr	\$ 105.00	\$ -
Supervision		Hr	\$ 120.00	\$ -
				\$ -
Sub-Total				\$ -
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
Dumpsters		E	\$ 410.00	\$ -
				\$ -
				\$ -
Sub-Total				\$ -
Sub-Contractor Proposals	Description of Work	Total Cost		
Master Mechanical	PR#1 - Victaulic Style 07 Coupling - Unit Price #1	\$ 726.00		
Sub-Total		(Attach Sub-Contractor Proposals)		\$ 726.00

Time Extension

Calendar Days

0

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Heritage Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/6/2025
Change Event:
PCO #:
PR/SI #: **PR#1 Unit Price#2**

Project Manager: Carlos C. Alderete

Unit price for Victaulic Style 07 Coupling - Unit Price #2

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ -	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ -	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ -	
10% Overhead and Profit	\$ -	
Self Performed Total	\$ -	A
Subcontractors Subtotal	\$ 763.00	Auto Fill from Sub-Total Below
5% Overhead and Profit	\$ 38.15	
Subcontractor Total	\$ 801.15	B
Total Unit Price #2	\$ 801.15	A+B

Signature: _____

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Carpenter		Hr	\$ 110.00	\$ -
Labor (ACT Ceiling Removal and Reinstall)		Hr	\$ 102.00	\$ -
Labor (Added Floor Protection)		Hr	\$ 105.00	\$ -
Supervision		Hr	\$ 120.00	\$ -
				\$ -
Sub-Total				\$ -
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
Dumpsters		E	\$ 410.00	\$ -
				\$ -
				\$ -
Sub-Total				\$ -
Sub-Contractor Proposals		Description of Work		Total Cost
Master Mechanical	PR#1 - Victaulic Style 07 Coupling - Unit Price #2			\$ 763.00
Sub-Total		(Attach Sub-Contractor Proposals)		\$ 763.00

Time Extension

Calendar Days

0

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Heritage Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/6/2025
Change Event:
PCO #:
PR/SI #: **PR#1 Unit Price#3**

Project Manager: Carlos C. Alderete

Unit price for Victaulic Style 07 Coupling - Unit Price #3

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ -	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ -	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ -	
10% Overhead and Profit	\$ -	
Self Performed Total	\$ -	A
Subcontractors Subtotal	\$ 858.00	Auto Fill from Sub-Total Below
5% Overhead and Profit	\$ 42.90	
Subcontractor Total	\$ 900.90	B
Total Unit Price #3	\$ 900.90	A+B

Signature: _____

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Carpenter		Hr	\$ 110.00	\$ -
Labor (ACT Ceiling Removal and Reinstall)		Hr	\$ 102.00	\$ -
Labor (Added Floor Protection)		Hr	\$ 105.00	\$ -
Supervision		Hr	\$ 120.00	\$ -
				\$ -
Sub-Total				\$ -
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
Dumpsters		E	\$ 410.00	\$ -
				\$ -
				\$ -
Sub-Total				\$ -
Sub-Contractor Proposals		Description of Work		Total Cost
Master Mechanical	PR#1 - Victaulic Style 07 Coupling - Unit Price #3			\$ 858.00
Sub-Total		(Attach Sub-Contractor Proposals)		\$ 858.00

Time Extension

Calendar Days

0

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Heritage Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/6/2025
Change Event:
PCO #:
PR/SI #: **PR#1 Unit Price#4**

Project Manager: Carlos C. Alderete

Unit price for Victaulic Std Grv 90 Ell - Unit Price #4

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ -	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ -	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ -	
10% Overhead and Profit	\$ -	
Self Performed Total	\$ -	A
Subcontractors Subtotal	\$ 755.00	Auto Fill from Sub-Total Below
5% Overhead and Profit	\$ 37.75	
Subcontractor Total	\$ 792.75	B
Total Unit Price #4	\$ 792.75	A+B

Signature: _____

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PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Carpenter		Hr	\$ 110.00	\$ -
Labor (ACT Ceiling Removal and Reinstall)		Hr	\$ 102.00	\$ -
Labor (Added Floor Protection)		Hr	\$ 105.00	\$ -
Supervision		Hr	\$ 120.00	\$ -
				\$ -
Sub-Total				\$ -
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
Dumpsters		E	\$ 410.00	\$ -
				\$ -
				\$ -
Sub-Total				\$ -
Sub-Contractor Proposals	Description of Work	Total Cost		
Master Mechanical	PR#1 - Victaulic Std Grv 90 Ell - Unit Price #4	\$ 755.00		
Sub-Total		(Attach Sub-Contractor Proposals)		\$ 755.00

Time Extension

Calendar Days

0

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Heritage Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/6/2025
Change Event:
PCO #:
PR/SI #: **PR#1 Unit Price#5**

Project Manager: Carlos C. Alderete

Unit price for Victaulic Std Grv 90 Ell - Unit Price #5

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ -	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ -	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ -	
10% Overhead and Profit	\$ -	
Self Performed Total	\$ -	A
Subcontractors Subtotal	\$ 767.00	Auto Fill from Sub-Total Below
5% Overhead and Profit	\$ 38.35	
Subcontractor Total	\$ 805.35	B
Total Unit Price #5	\$ 805.35	A+B

Signature: _____

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Carpenter		Hr	\$ 110.00	\$ -
Labor (ACT Ceiling Removal and Reinstall)		Hr	\$ 102.00	\$ -
Labor (Added Floor Protection)		Hr	\$ 105.00	\$ -
Supervision		Hr	\$ 120.00	\$ -
				\$ -
Sub-Total				\$ -
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
Dumpsters		E	\$ 410.00	\$ -
				\$ -
				\$ -
Sub-Total				\$ -
Sub-Contractor Proposals	Description of Work	Total Cost		
Master Mechanical	PR#1 - Victaulic Std Grv 90 Ell - Unit Price #5	\$ 767.00		
Sub-Total		(\$ Attach Sub-Contractor Proposals)		
		\$ 767.00		

Time Extension

Calendar Days

0

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Heritage Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/6/2025
Change Event:
PCO #:
PR/SI #: PR#1 Unit Price#6

Project Manager: Carlos C. Alderete

Unit price for Victaulic Std Grv 90 Ell - Unit Price #6

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ -	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ -	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ -	
10% Overhead and Profit	\$ -	
Self Performed Total	\$ -	A
Subcontractors Subtotal	\$ 1,014.00	Auto Fill from Sub-Total Below
5% Overhead and Profit	\$ 50.70	
Subcontractor Total	\$ 1,064.70	B
Total Unit Price #6	\$ 1,064.70	A+B

Signature: _____

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Carpenter		Hr	\$ 110.00	\$ -
Labor (ACT Ceiling Removal and Reinstall)		Hr	\$ 102.00	\$ -
Labor (Added Floor Protection)		Hr	\$ 105.00	\$ -
Supervision		Hr	\$ 120.00	\$ -
				\$ -
Sub-Total				\$ -
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
Dumpsters		E	\$ 410.00	\$ -
				\$ -
				\$ -
Sub-Total				\$ -
Sub-Contractor Proposals		Description of Work		Total Cost
Master Mechanical	PR#1 - Victaulic Std Grv 90 Ell - Unit Price #6		\$	1,014.00
Sub-Total	(Attach Sub-Contractor Proposals)		\$	1,014.00

Time Extension

Calendar Days

0

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Heritage Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/6/2025
Change Event:
PCO #:
PR/SI #: **PR#1 Unit Price#7**

Project Manager: Carlos C. Alderete

Unit price for Victaulic Std Grv 90 LR Ell - Unit Price #7

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ -	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ -	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ -	
10% Overhead and Profit	\$ -	
Self Performed Total	\$ -	A
Subcontractors Subtotal	\$ 792.00	Auto Fill from Sub-Total Below
5% Overhead and Profit	\$ 39.60	
Subcontractor Total	\$ 831.60	B
Total Unit Price #7	\$ 831.60	A+B

Signature: _____

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Carpenter		Hr	\$ 110.00	\$ -
Labor (ACT Ceiling Removal and Reinstall)		Hr	\$ 102.00	\$ -
Labor (Added Floor Protection)		Hr	\$ 105.00	\$ -
Supervision		Hr	\$ 120.00	\$ -
				\$ -
Sub-Total				\$ -
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
Dumpsters		E	\$ 410.00	\$ -
				\$ -
				\$ -
Sub-Total				\$ -
Sub-Contractor Proposals		Description of Work	Total Cost	
Master Mechanical	PR#1 - Victaulic Std Grv 90 LR Ell - Unit Price #7		\$	792.00
Sub-Total		(Attach Sub-Contractor Proposals)	\$	792.00

Time Extension

Calendar Days

0

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Heritage Middle School - 2025

CM Construction Co.
12215 Nicollet Ave. S
Burnsville, MN 55337

Date : 2/6/2025
Change Event:
PCO #:
PR/SI #: **PR#1 Unit Price#8**

Project Manager: Carlos C. Alderete

Unit price for Victaulic Std Grv 90 LR Ell - Unit Price #8

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ -	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ -	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ -	
10% Overhead and Profit	\$ -	
Self Performed Total	\$ -	A
Subcontractors Subtotal	\$ 1,330.00	Auto Fill from Sub-Total Below
5% Overhead and Profit	\$ 66.50	
Subcontractor Total	\$ 1,396.50	B
Total Unit Price #8	\$ 1,396.50	A+B

Signature: _____

Only those costs shown here are included. CM reserves the right to amend this if other costs are discovered

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
Carpenter		Hr	\$ 110.00	\$ -
Labor (ACT Ceiling Removal and Reinstall)		Hr	\$ 102.00	\$ -
Labor (Added Floor Protection)		Hr	\$ 105.00	\$ -
Supervision		Hr	\$ 120.00	\$ -
				\$ -
Sub-Total				\$ -
Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
Dumpsters		E	\$ 410.00	\$ -
				\$ -
				\$ -
Sub-Total				\$ -
Sub-Contractor Proposals		Description of Work		Total Cost
Master Mechanical	PR#1 - Victaulic Std Grv 90 LR Ell - Unit Price #8			\$ 1,330.00
Sub-Total		(Attach Sub-Contractor Proposals)		\$ 1,330.00

Time Extension

Calendar Days

0

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