

SUPERINTENDENT'S REPORT AND AGENDA

Regular Meeting of the Board of Education
Independent School District No. 280, Richfield, Minnesota

Richfield Public Schools *inspires* and *empowers* each individual to learn, grow and *excel*

Monday, January 4, 2021
7:00 p.m. School Board Meeting

- I. CALL TO ORDER of the BOARD ORGANIZATIONAL MEETING
 - A. Chair Brakke to call Organizational Meeting to Order
 - B. Election of Chair
 - C. Election of Vice-Chair
 - D. Election of Clerk
 - E. Election of Treasurer
- II. REVIEW AND APPROVAL OF THE AGENDA
- III. INFORMATION AND PROPOSALS -- NON-ACTION ITEMS
 - A. Superintendent Update
 - 1. Pandemic & Learning Model Update
 - 2. Community Education Presentation
 - 3. Construction Update
- IV. CONSENT AGENDA
 - A. Routine Matters
 - 1. Minutes of the regular meeting held December 21, 2020
 - 2. General Disbursements as of 12/30/20 in the amount of \$4,556,505.62.
 - 3. Investment Holdings
 - B. Personnel Items
- V. OLD BUSINESS
 - A. Policy 407 – Leaves of Absence
 - B. Policy 113 – Bullying Prohibition

C. Policy 103 – Racial, Religious, and Sexual Harassment and Violence & Administrative Guideline 103.1

D. Legislative Platform

VI. NEW BUSINESS

A. Policy 115 - Title IX

B. Review 2020 Represent A School Assignments

C. Review 2020 Board Liaison Assignments

D. Set Honorarium for Board Members and Board Officers

E. RHS Roof Project Bid Award

F. Pavement Project Bid Award

G. Central Construction Bid Award

H. Revised SRO Contract

I. Donations

VII. ADVANCE PLANNING

A. Legislative Update

B. Information and Questions from Board

C. Future Meeting Dates

Tuesday 1-19-2021 7:00 p.m. Regular Board Meeting - Public Comment

2-1-2021 7:00 p.m. Regular Board Meeting

D. Suggested/Future Agenda Items

VIII. CLOSED SESSION AS ALLOWED BY MINNESOTA STATUTE 13D.03 FOR LABOR NEGOTIATIONS STRATEGY

IX. REOPEN MEETING

X. ADJOURN REGULAR MEETING

**INFORMATION AND PROPOSALS –
NON-ACTION ITEMS**

Agenda Item III.A.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 4, 2021

Subject: Superintendent Update

(Superintendent Unowsky provides information on the pandemic and plans for moving between learning models. The Director of Community Education provides a presentation. Andy Faulkner from ICS provides an update on construction projects.)

Attached:

Pandemic & Learning Model Update
Community Education Presentation
Construction Update Presentation

Enriching and accelerating learning



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Pandemic & Learning Model Update

January 4, 2021

Enriqueciendo y acelerando el aprendizaje



Pandemic Status Update



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- Current Hennepin County case rate is 52.9 per 10,000. Guidance continues to suggest distance learning at all levels.
- Current Richfield case rate is 71.1 per 10,000.
- Continued downward trend with a lower case rate expected to be announced tomorrow (1/5/21)

Number of cases per 10,000 over 14 days, by county of residence	Learning model
0-9	In-person learning for all students
10-19	In person learning for elementary students; hybrid learning for secondary students
20-29	Hybrid learning for all students
30-49	Hybrid learning for elementary students; distance learning for secondary students
50+	Distance learning for all students



Pandemic Status Update

- On 12/17 the Governor changed the guidance related to elementary schools. Consideration of COVID-19 case rates was removed from the decision-making process related to elementary school opening.
- Guidance for secondary schools remains the same with a case rate of 30 per 10,000 or fewer to move to hybrid learning.
- Masks remain mandatory with face shields strongly recommended (in addition) for all staff
- Flexibility on social distancing was provided with a three-foot separation between students recommended (previously six-foot separation) for elementary
- Class size maximums and room capacities were removed from the guidance for elementary



Pandemic Status Update

- RPS had previously announced distance learning until January 4th and extended that date to January 18th.
- Districts that announced before 12/17 that they would stay in distance learning until January 18th or later were required to bring students back 3 grade levels (or fewer) at a time. This method has been termed a “rolling start”.
- RPS has flexibility in determining a rolling start or bringing all elementary students back simultaneously.
- Two days of no school for preparation and planning are required prior to a transition to hybrid or in person learning.
- COVID-19 testing for all staff is required to be offered every two weeks during hybrid or in person learning. This will start on January 25th.
- Transportation will restart bus routes and communicate to all families a reminder of bus stops and times.



Learning Model Update: Elementary Schools

- PreK-5th grade students who were previously in hybrid will return to hybrid programming beginning January 25th.
- Distance learning will continue to be an option for families who have chosen this.
- On January 20th, staff will send three days of asynchronous learning activities to elementary students and families.
- January 21st & 22nd will be NO SCHOOL days for elementary schools to prepare for the transition to hybrid.
- Continued monitoring of case rates will occur to determine a possible transition to in person learning (5 days per week for elementary).
- RPS will strive to continue early guidance related to student and staff safety, including maintaining reduced class sizes, room capacities and six-foot social distancing when feasible.





- Case managers will continue collecting data to determine which scholars/families need additional support in our current distance learning model.
- We are using a tiered approach which includes looking at multiple data points. Every building Special Education Lead is leading a special education data meeting weekly to determine individual student supports which may include a variety of supports such as increased synchronous time, materials delivered to the home, etc.
- Special education is planning to have some **secondary** students return to the evolved hybrid learning model with a tentative start date of January 25, 2021 (**tentative** - based on available staffing and plan for all students).



Learning Model Update: Activities

- Winter sports began practices today.
- Activities cleared to begin practicing as soon as feasible.
- Face coverings must be worn by all persons at all times in practices and games except swimming/diving, wrestling (while in contact with another athlete), and gymnastics/cheerleading (while tumbling/stunting/flying).
- Continued guidance requires no spectators at practices, avoiding locker rooms when possible, and pods including coaches and players at 25 people maximum.
- Competitions are scheduled to begin January 14th for most activities, with gymnastics on January 21st.



Learning Model Update: Other Details

- Secondary (middle and high school) will remain in distance learning at least through January 31st.
- Case rates will be monitored and an update will be provided at our next board meeting on January 19th.
- School board meeting on January 19th will be offered in a hybrid format with the option for participants to be in the board room or online.



Enriching and accelerating learning



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Questions/Comments

Enriqueciendo y acelerando el aprendizaje



Enriching and accelerating learning



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**Community Education
School Board Update**

January 4, 2021

Enriqueciendo y acelerando el aprendizaje



Overview & Outcomes

By the end of this presentation, the Board and community will understand

...the successes demonstrated by the Community Education department in response to the pandemic.

...upcoming opportunities and goals for Community Education and Early Learning in 2021.



Spring & Summer Learnings



Youth Enrichment & Family Activities in person

Preschool Summer Adventures
Jr Spartans Basketball Camp
Swim Lessons
Piñata Party

STEM Kids
Behind the Wheel
Soccer Camp

Supporting Tier 1 Child Care



Spring & Summer Learnings



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- Outdoor check in
- Assigned waiting areas
- No locker room use
- Added shower on deck
- Rotating and cleaning equipment

Swim Lesson Modifications

- Smaller class sizes & distancing
- Change and stagger start times
- Parent in the water Level 1 & 2
- Instructor teach from the desk



Spring & Summer Learnings



Lifeguard Training partnership with City of Richfield, and awesome CE aquatic staff

MDE grant will also increase access to training and jobs in aquatics for high school students

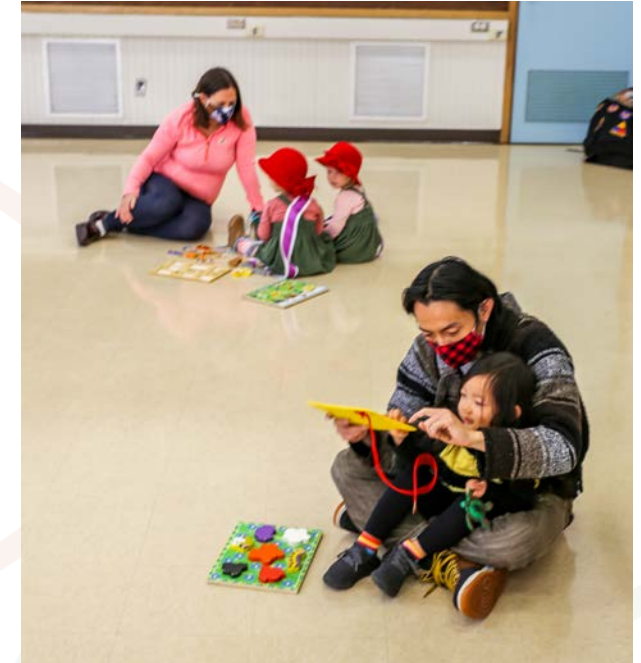


Prepared for Fall



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My daughters and I were excited to return to ECFE this year. I feel more comfortable about attending during the pandemic because the ECFE staff goes above and beyond to create and enforce social distancing measures such as supervised handwashing, arrival check-in symptom monitoring, and keeping physical distance. My kids and I benefit so much from the social interaction and learning opportunities gained from coming to the class in person. -parent, ECFE class, Fall 2020



Preschool 3s & Preschool 4s shifted to half day
95 families chose Distance Learning
New students are continuing to enroll
Preschool Plus had 14 of 20 seats filled



Fall Numbers

Program	Number Offered	Percent Held	Participants
Adult	54	76%	202
Youth	21	57%	66
Aquatics	13	100%	54
Driver Education	2	100%	31
Family Events	3	100%	39
ECFE	16	38%	95

Lower, but improving

Summer 2020 participation: 348

Summer 2019 participation: 1,013

Fall 2020 participation: 487

Fall 2019 participation: 999

Winter 2021 registration began Dec. 9



New Year... Next Steps

Engagement & access for all

- Winter book discussion
- MIRA partnership
- Continue water safety efforts
- Technology check out or lab use
- New offerings & schedules for ECFE
- Connect older adults & seniors

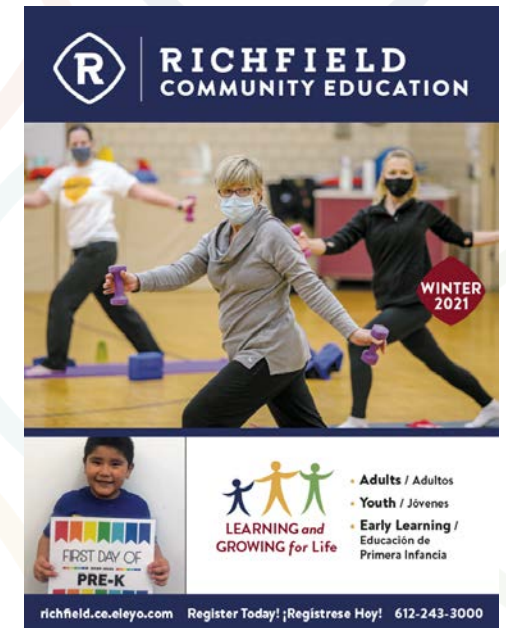
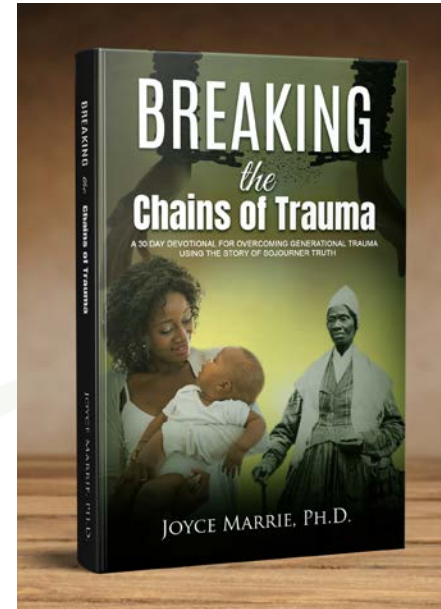
Early childhood program restructuring

21-22 preschool transition

Literacy grant collaboration

Central construction

Spring/Summer planning now



Thank you!



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**Questions
and
Comments**





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Facilities Project Update

January 4, 2021



Current Project Design Status

- ▶ Central Education Center

- ▶ Bids have been received and the recommendation to award the contract is being presented this evening.

- ▶ Exterior Signage

- ▶ Design has been completed and is currently out for solicitation of pricing for all buildings

- ▶ Interior Branding Walls

- ▶ Design is being completed to provide branding wall documents for solicitation of pricing.
 - ▶ Elementary buildings are planned to have a similar branding design as RDLS.



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RDLS

► Current Project Status

- All work has been completed and punchlists have been issued for corrections needed.
 - Punchlist items remaining are related to exterior site work/ parking lot water flow corrections that will be addressed in the Spring/Summer.
 - HVAC Commissioning work continues, and items are being addressed as they are observed.
 - Testing and Balancing of the Mechanical systems has been completed.
- Working on a correction for the Trash Enclosure gates
- Closeout documentation has been complied and is under review for completeness.
 - All have been received:
 - Operation and Maintenance Manuals
 - As-Built Drawings
 - Contractual documentation such as warranties and State required payment information

► Budget Summary

- Project is 100% complete with retainage being held until the completion of all closeout documents and punchlist completion.
- Additional requests to the project will be reviewed for potential funding alternatives through the Post Project Priority list to be reviewed at the completion of all the projects.



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RSTEM

► Current Project Status

- All work has been completed and punchlists have been issued for corrections needed.
- Mechanical equipment owner training has been completed.
- HVAC Commissioning work continues, and items are being addressed as they are observed.
 - This includes continuation of the Testing and Balancing of the Mechanical systems.
- Screening of the mechanical equipment near the front entry is being worked on for a solution to screen and protect the equipment.
- Closeout documentation is being compiled and submitted for review
 - Operation and Maintenance Manuals
 - As-Built Drawings
 - Contractual documentation such as warranties and State required payment information

► Budget Summary

- Project is 100% complete with retainage being held until the completion of all closeout documents and punchlist completion.
- Additional requests to the project will be reviewed for potential funding alternatives through the Post Project Priority list to be reviewed at the completion of all the projects.



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CENTENNIAL

▶ Current Project Status

- ▶ All work has been completed and punchlists have been issued for corrections needed.
- ▶ Mechanical equipment owner training has been completed.
- ▶ HVAC Commissioning work continues, and items are being addressed as they are observed.
 - ▶ This includes continuation of the Testing and Balancing of the Mechanical systems.
- ▶ Closeout documentation is being compiled and submitted for review
 - ▶ Operation and Maintenance Manuals
 - ▶ As-Built Drawings
 - ▶ Contractual documentation such as warranties and State required payment information

▶ Budget Summary

- ▶ Project is 100% complete with retainage being held until the completion of all closeout documents and punchlist completion.
- ▶ Additional requests to the project will be reviewed for potential funding alternatives through the Post Project Priority list to be reviewed at the completion of all the projects.



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SHERIDAN HILLS

► Current Project Status

- Phase 1 work has been completed and punchlists items are being addressed.
 - HVAC Commissioning work continues, and items are being addressed as they are observed.
- Phase 2 work in relation the chiller plant continues with the piping work continuing. The chiller enclosure has been completed.
- Phase 3 work has started with the kitchen additions below grade work completed prior to ground freezing so that work can continue through the winter as weather allows

► Budget Summary

- Project is approximately 70% complete.
 - Budgeted dollars have been reallocated as other projects are completed to provide additional contingency dollars within the remaining projects.
 - Given the below grade work, boiler room work and first year of renovations are completed, the risk of unknowns has been reduced moving forward.



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RICHFIELD MIDDLE SCHOOL

► Current Project Status

- Phase 1 work has been completed and punchlists items are being addressed.
 - HVAC Commissioning work continues, and items are being addressed as they are observed.
- Phase 2 work (scheduled for this school year) is 90% complete with finishes being completed and punchlists being formatted.
- Phase 3 work (scheduled for June 2021- August 2021) is well under way with the second and third floor restroom renovations underway and the third floor restrooms nearing completion.
- Phase 3 work in the administration offices is underway to convert these to the new Special Ed suite as well as work in the Music Spaces.

► Budget Summary

- Project is 70% complete with retainage being held in escrow until the completion of all closeout documents and punchlist completion.
- 75% of original individual project contingency remains



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RICHFIELD HIGH SCHOOL

► Current Project Status

- 99% of the contract work has been completed and punchlists have been issued for the majority of areas. Punchlist work continues to be addressed.
 - HVAC Commissioning work continues, and items are being addressed as they are observed.
 - Test and Balance of mechanical systems continues
- New Athletic Entry work with new door installation is scheduled to take place at the end of January.
- Closeout documentation is being complied and submitted for review
 - Operation and Maintenance Manuals
 - As-Built Drawings
 - Contractual documentation such as warranties and State required payment information

► Budget Summary

- Project is 99% complete with retainage being held until the completion of all closeout documents and punchlist completion.
- Budgeted dollars have been reallocated as other projects are completed to provide additional contingency dollars within the remaining projects.



Questions
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FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	299642	12/03/2020	ALL FURNITURE INC	R	539.72
01	299643	12/03/2020	BRAMBILLA'S LEASE SYSTEMS, INC	R	2,161.00
01	299644	12/03/2020	CANON USA	R	4,038.49
01	299645	12/03/2020	CITY OF RICHFIELD	R	6,785.59
01	299646	12/03/2020	COMCAST	R	270.12
01	299647	12/03/2020	COMCAST BUSINESS	R	244.74
01	299648	12/03/2020	ECM PUBLISHERS INC	R	428.40
01	299649	12/03/2020	FIREFLY COMPUTERS, LLC	R	136,409.98
01	299650	12/03/2020	GLOBAL EQUIPMENT COMPANY	R	2,659.25
01	299651	12/03/2020	WW GRAINGER INC	R	603.10
01	299652	12/03/2020	HR SIMPLIFIED INC.	R	596.00
01	299653	12/03/2020	INTERSTATE STRIPING	R	3,920.00
01	299654	12/03/2020	LEARNING A-Z	R	147.98
01	299655	12/03/2020	METRO APPLIANCE RECYCLING	R	5,169.70
01	299656	12/03/2020	MINNESOTA HISTORICAL SOCIETY	R	3,975.00
01	299657	12/03/2020	MULTILINGUAL WORD INC	R	490.00
01	299658	12/03/2020	NEW DOMINION SCHOOL	R	2,476.90
01	299659	12/03/2020	ON SITE SANITATION	R	667.25
01	299660	12/03/2020	INNOCENT TECHNOLOGIES LLC	R	35,000.00
01	299661	12/03/2020	STRATEGIC STAFFING SOLUTIONS	R	1,305.00
01	299662	12/03/2020	TIERNEY BROTHERS INC	R	7,125.00
01	299663	12/03/2020	VALLEY RICH CO INC	R	17,600.00
01	299664	12/03/2020	VSP VISION SERVICE PLAN	R	2,991.15
01	299665	12/03/2020	XCEL ENERGY	R	21,277.66
01	V610410	12/03/2020	ERIC ANDERSON	R	59.83
01	V610411	12/03/2020	MIRIAM A CASTRO SANJUAN	R	40.00
01	V610412	12/03/2020	PHIL N CEDER	R	40.00
01	V610413	12/03/2020	MARY L CLARKSON	R	70.00
01	V610414	12/03/2020	LATANYA R DANIELS	R	70.00
01	V610415	12/03/2020	GEORGE A DENNIS	R	35.00
01	V610416	12/03/2020	JARED ELLERSON	R	70.00
01	V610417	12/03/2020	MAUREEN K FEYEN	R	283.64
01	V610418	12/03/2020	RYAN D FINKE	R	70.00
01	V610419	12/03/2020	PETER J FITZPATRICK	R	40.00
01	V610420	12/03/2020	STEVEN T FLUCAS	R	70.00
01	V610421	12/03/2020	MICHAEL L FRANKENBERG	R	70.00
01	V610422	12/03/2020	RACHEL GENS	R	70.00
01	V610423	12/03/2020	AREND J GEURINK	R	70.00
01	V610424	12/03/2020	JAMES A GILLIGAN	R	70.00
01	V610425	12/03/2020	CHRISTINA M GONZALEZ	R	70.00
01	V610426	12/03/2020	KYLE L GUSTAFSON	R	40.00
01	V610427	12/03/2020	KEVIN D HARRIS	R	40.00
01	V610428	12/03/2020	JAMES L HILL	R	40.00
01	V610429	12/03/2020	SUZANNE A HILLER	R	48.51
01	V610430	12/03/2020	CARLONDREA D HINES	R	70.00
01	V610431	12/03/2020	JESSICA M HOFFMAN	R	40.00
01	V610432	12/03/2020	CRAIG D HOLJE	R	70.00
01	V610433	12/03/2020	CORY J KLINGE	R	70.00
01	V610434	12/03/2020	DANIEL E KRETSINGER	R	70.00

01	V610435	12/03/2020	ANOOP KUMAR	R	40.00
01	V610436	12/03/2020	COLLEEN M MAHONEY	R	70.00
01	V610437	12/03/2020	MICHAEL A MANNING	R	70.00
01	V610438	12/03/2020	DANIEL P MCGINN	R	40.00
01	V610439	12/03/2020	DOUG R MCMEEKIN	R	70.00
01	V610440	12/03/2020	CAROLE R MCNAUGHTON-COMMERS	R	70.00
01	V610441	12/03/2020	KENT D MEYER	R	70.00
01	V610442	12/03/2020	ALECIA M MOBLEY	R	70.00
01	V610443	12/03/2020	LISA M NEGUS	R	70.00
01	V610444	12/03/2020	ERIN H NEILON	R	40.00
01	V610445	12/03/2020	ROBERT G OLSON	R	40.00
01	V610446	12/03/2020	MARK S PEDERSEN	R	40.00
01	V610447	12/03/2020	DENNIS E PETERSON	R	35.00
01	V610448	12/03/2020	CASSANDRA QUAM	R	70.00
01	V610449	12/03/2020	RENEE C REED-KARSTENS	R	40.00
01	V610450	12/03/2020	CHRISTINA G RHOADES	R	21.51
01	V610451	12/03/2020	KEITH D RIEF	R	40.00
01	V610452	12/03/2020	TERESA L ROSEN	R	70.00
01	V610453	12/03/2020	MAUREEN E RUHLAND	R	40.00
01	V610454	12/03/2020	MARTA I SHAHSAVAND	R	70.00
01	V610455	12/03/2020	NANCY J STACHEL	R	70.00
01	V610456	12/03/2020	PATRICK M SURE	R	40.00
01	V610457	12/03/2020	STACY THEIEN-COLLINS	R	70.00
01	V610458	12/03/2020	VLADIMIR S TOLEDO	R	40.00
01	V610459	12/03/2020	IAN D TOLENTINO	R	40.00
01	V610460	12/03/2020	STEVEN P UNOWSKY	R	270.00
01	V610461	12/03/2020	STEPHEN C URBANSKI	R	40.00
01	V610462	12/03/2020	CARRIE A VALA	R	70.00
01	V610463	12/03/2020	JENNIFER K VALLEY	R	70.00
01	V610464	12/03/2020	RYAN WAGNER	R	40.00
01	V610465	12/03/2020	REBECCA S WALD	R	40.00
01	V610466	12/03/2020	KASYA L WILLHITE	R	70.00
01	V610467	12/03/2020	AMY J WINTER AHSENMACHER	R	70.00
01	V2100769	12/04/2020	P-CARD BAIRD LISA	R	9,622.98
01	V2100770	12/04/2020	P-CARD BROWN MATTHEW	R	189.96
01	V2100772	12/04/2020	P-CARD BRUNNER PATTI	R	30,017.92
01	V2100773	12/04/2020	P-CARD BURT EMILY	R	905.76
01	V2100774	12/04/2020	P-CARD BURT STEPHANIE	R	315.07
01	V2100775	12/04/2020	P-CARD CARUSO MATTHEW	R	79.82
01	V2100776	12/04/2020	P-CARD DINGMAN KRISTI	R	44.00
01	V2100777	12/04/2020	P-CARD ELLERSON JARED	R	47.72
01	V2100778	12/04/2020	P-CARD FINDLEY LAMPKIN MELISSA	R	244.52
01	V2100779	12/04/2020	P-CARD FINKE RYAN	R	9.99
01	V2100780	12/04/2020	P-CARD GEURINK AREND	R	1,819.61
01	V2100781	12/04/2020	P-CARD HINES CARLONDREA	R	2,424.30
01	V2100782	12/04/2020	P-CARD KRETSINGER DAN	R	6,992.93
01	V2100783	12/04/2020	P-CARD LANZENDORFER TERRI	R	3,398.58
01	V2100784	12/04/2020	P-CARD MACE CHRISTI JO	R	392.63
01	V2100785	12/04/2020	P-CARD MAHONEY COLLEEN	R	241.77
01	V2100786	12/04/2020	P-CARD MANNING MICHAEL	R	29.00

01	V2100787	12/04/2020	P-CARD MARYN ANGELA	R	2,028.79
01	V2100788	12/04/2020	P-CARD MCGINN DAN	R	538.96
01	V2100789	12/04/2020	P-CARD MCNAUGHTON COMMERS CAROLE	R	216.00
01	V2100790	12/04/2020	P-CARD POMERLEAU DORIS	R	432.15
01	V2100791	12/04/2020	P-CARD SHAHSAVAND MARTA	R	245.00
01	V2100792	12/04/2020	P-CARD STACHEL NANCY	R	599.00
01	V2100793	12/04/2020	P-CARD VALLEY JENNIFER	R	987.78
01	V2100794	12/04/2020	P-CARD WILLHITE KASYA	R	195.00
01	V2100795	12/04/2020	P-CARD WINTER AMY	R	3,185.95
01	299666	12/07/2020	ALLSTATE LEASING	R	1,496.75
01	299667	12/07/2020	ASPIRE SOFTWARE DEVELOPMENT LLC	R	63,100.00
01	299668	12/07/2020	BRAND FARMS	R	840.00
01	299669	12/07/2020	COMMERCIAL KITCHEN	R	316.25
01	299670	12/07/2020	H BROOKS AND COMPANY LLC	R	1,592.35
01	299671	12/07/2020	HUBERT COMPANY, LLC	R	1,325.47
01	299672	12/07/2020	KINECT ENERGY INC	R	515.00
01	299673	12/07/2020	MINNESOTA DEPT OF HEALTH	R	35.00
01	299674	12/07/2020	PAN O GOLD BAKING CO	R	579.60
01	299675	12/07/2020	STAPLES BUSINESS CREDIT	R	6,437.38
01	299676	12/07/2020	TYSON FOODS INC	R	2,556.06
01	299677	12/07/2020	TRIO SUPPLY COMPANY	R	11,756.39
01	299678	12/07/2020	UPPER LAKES FOODS	R	18,270.17
01	299679	12/07/2020	XCEL ENERGY	R	14,438.31
01	299680	12/10/2020	ALL STATE COMMUNICATIONS INC	R	50,470.00
01	299681	12/10/2020	ALLIED 100, LLC	R	259.00
01	299682	12/10/2020	ALLIED PROFESSIONALS, INC.	R	1,428.00
01	299683	12/10/2020	APADANA LLC	R	24,055.00
01	299684	12/10/2020	AQUA ENGINEERING INC	R	306.30
01	299685	12/10/2020	ARVIG ENTERPRISES INC	R	1,107.90
01	299686	12/10/2020	BATTERIES R US	R	839.98
01	299687	12/10/2020	BAUER BUILT INC	R	166.00
01	299688	12/10/2020	BEST BUY BUSINESS ADVANTAGE	R	1,999.99
01	299689	12/10/2020	BLUETARP FINANCIAL	R	59.96
01	299690	12/10/2020	BSI MECHANICAL, INC.	R	3,132.60
01	299691	12/10/2020	CAPTIVATE MEDIA & CONSULTING	R	1,240.00
01	299692	12/10/2020	CARQUEST AUTO PARTS	R	154.28
01	299693	12/10/2020	CENTURYLINK	R	42.03
01	299694	12/10/2020	CEP ART & DESIGN	R	1,134.00
01	299695	12/10/2020	CHESS & STRATEGY GAME ASSOCIATION	R	261.12
01	299696	12/10/2020	CINTAS CORPORATION NO 2	R	417.50
01	299697	12/10/2020	CITY OF RICHFIELD	R	100.00
01	299698	12/10/2020	CITY OF RICHFIELD	R	1,094.01
01	299699	12/10/2020	CITY OF RICHFIELD	R	4,092.00
01	299700	12/10/2020	COMMUNITY EDUCATION-ADULT LEARN	R	38.02
01	299701	12/10/2020	CULLIGAN SOFT WATER	R	9.50
01	299702	12/10/2020	DICKS LAKEVILLE SANITATION INC	R	7,504.97
01	299703	12/10/2020	DISCOUNT SCHOOL SUPPLY	R	1,244.10
01	299704	12/10/2020	ECM PUBLISHERS INC	R	130.90
01	299705	12/10/2020	ECOLAB INC	R	493.39
01	299706	12/10/2020	EDUCATORS BENEFIT CONSULTANTS LLC	R	270.74

01	299707	12/10/2020	ESCOBAR GENEAH J	R	276.00
01	299708	12/10/2020	FASTENAL INDUSTRIAL	R	907.90
01	299709	12/10/2020	FIREFLY COMPUTERS, LLC	R	1,100.00
01	299710	12/10/2020	FLICEK WELDING	R	11,550.00
01	299711	12/10/2020	FLOYD LOCK AND SAFE	R	52.50
01	299712	12/10/2020	GEORGAKOPOULOS, TESS	R	20.00
01	299713	12/10/2020	WW GRAINGER INC	R	577.38
01	299714	12/10/2020	H&B SPECIALIZED PRODUCTS INC	R	993.00
01	299715	12/10/2020	HILLYARD	R	7,390.68
01	299716	12/10/2020	HOGLUND BUS CO INC	R	39,038.71
01	299717	12/10/2020	HOTSY MINNESOTA.COM	R	431.80
01	299718	12/10/2020	IKI INC.	R	132.00
01	299719	12/10/2020	INNOVATIVE OFFICE SOLUTIONS LLC	R	80,853.20
01	299720	12/10/2020	JAYTECH, INC	R	178.25
01	299721	12/10/2020	KAJEET, INC.	R	39,250.93
01	299722	12/10/2020	LARSON ENGINEERING	R	18,900.00
01	299723	12/10/2020	LEARNING A-Z	R	147.98
01	299724	12/10/2020	LEROY'S GREAT BEAR	R	36.00
01	299725	12/10/2020	MACKIN BOOK COMPANY	R	477.66
01	299726	12/10/2020	MATH LEARNING CENTER	R	29,951.44
01	299727	12/10/2020	MATRIX COMMUNICATIONS INC	R	563.41
01	299728	12/10/2020	MIDWEST BUS PARTS INC	R	329.48
01	299729	12/10/2020	MN DEPT OF LABOR AND INDUSTRY	R	460.00
01	299730	12/10/2020	MULTILINGUAL WORD INC	R	1,457.25
01	299731	12/10/2020	NILFISK, INC.	R	47,604.38
01	299732	12/10/2020	OLYMPIC COMMUNICATIONS INC	R	165.00
01	299733	12/10/2020	PARAGON DEVELOPMENT SYSTEMS, INC.	R	7,390.82
01	299734	12/10/2020	PITNEY BOWES	R	573.96
01	299735	12/10/2020	PROFESSIONAL WIRELESS COMMUNICATION	R	855.00
01	299736	12/10/2020	QUALITY FLOW SYSTEMS, INC.	R	753.00
01	299737	12/10/2020	RAPIDS	R	61.95
01	299738	12/10/2020	RICK JONES	R	895.00
01	299739	12/10/2020	SAGE PUBLICATIONS INC	R	1,401.00
01	299740	12/10/2020	SAVVAS LEARNING COMPANY LLC	R	1,948.70
01	299741	12/10/2020	SHERWIN WILLIAMS CO	R	283.42
01	299742	12/10/2020	INDIGO SIGNWORKS, INC.	R	4,494.00
01	299743	12/10/2020	SNAPOLOGY OF MINNEAPOLIS	R	320.00
01	299744	12/10/2020	SOURCEWELL TECHNOLOGY	R	800.00
01	299745	12/10/2020	WALSH ASSOCIATES LLC	R	11,160.50
01	299746	12/10/2020	PARK ADAM TRANSPORTATION	R	25,263.42
01	299747	12/10/2020	STRATEGIC STAFFING SOLUTIONS	R	5,600.00
01	299748	12/10/2020	SUBURBAN TIRE WHOLESALE	R	198.00
01	299749	12/10/2020	SWANK MOTION PICTURES, INC.	R	1,468.13
01	299750	12/10/2020	TAFFE SARAH ANN	R	8,165.60
01	299751	12/10/2020	TERREL'S TOOLBOX LLC	R	29.95
01	299752	12/10/2020	THE MINNESOTA CHEMICAL COMPANY	R	488.03
01	299753	12/10/2020	TIERNEY BROTHERS INC	R	27,438.00
01	299754	12/10/2020	TOLL COMPANY	R	44.77
01	299755	12/10/2020	TRANS-MISSISSIPPI BIOLOGICAL	R	184.95
01	299756	12/10/2020	TWIN CITY GARAGE DOOR	R	62.00

01	299757	12/10/2020	TWIN CITY HARDWARE	R	3,542.96
01	299758	12/10/2020	TYLER TECHNOLOGIES, INC.	R	15,384.00
01	299759	12/10/2020	VERIZON WIRELESS	R	508.49
01	299760	12/10/2020	VIG SOLUTIONS INC	R	2,999.00
01	299761	12/10/2020	VISTA HIGHER LEARNING	R	1,286.60
01	299762	12/10/2020	VOSS ELECTRIC CO	R	102.30
01	299763	12/10/2020	WHEELCO	R	886.06
01	299764	12/10/2020	XCEL ENERGY	R	38.85
01	299765	12/10/2020	ZAHL PETROLEUM MAINTENANCE CO	R	22,604.14
01	299766	12/11/2020	CAPITAL ONE COMMERCIAL	R	524.72
01	299767	12/11/2020	HOME DEPOT U.S.A.	R	306.75
01	299768	12/11/2020	KAJEET, INC.	R	52,868.50
01	299769	12/11/2020	MASSP-MN ASSOCIATION	R	865.00
01	299161	12/14/2020	GREEN SCIENCE SOLUTIONS	V	-4,098.00

TOTAL CHECKS, PCARDS & EPAYS					1,031,635.25
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CHECK, E-PAY & P-CARD RUNS FOR 12/21/2020 BOARD REPORTS

BANK 05	DATE	AMOUNT
P-CARDS NOVEMBER	12/4/2020	65,205.19
CHECKS	12/3/2020	256,882.03
	12/7/2020	123,258.73
	12/10/2020	532,128.84
	12/11/2020	54,564.97
Void Ck Never Rcvd-will reissue	12/14/2020	(4,098.00)
E-PAY	12/3/2020	3,693.49

CHECK REGISTER BANK 05 TOTAL =	1,031,635.25
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BREAKDOWN		
01-206-00		923,048.63
02-206-00		43,940.11
03-206-00		44,633.15
04-206-00		16,064.79
06-206-00		3,379.83
07-206-00		-
08-206-00		-
20-206-00		473.38
21-206-00		95.36
47-206-00		-
50-206-00		-
BANK TOTAL =		1,031,635.25

SUPERINTENDENT'S REPORT AND AGENDA

Regular Meeting of the Board of Education
Independent School District No. 280, Richfield, Minnesota

Richfield Public Schools *inspires* and *empowers* each individual to learn, grow and *excel*

Monday, December 21, 2020
7:00 p.m. School Board Meeting

I. CALL TO ORDER

The regular meeting of the Board of Education of ISD 280, Hennepin County, Richfield, Minnesota was held on Monday, December 21, 2020 in a virtual format due to the current federal and state emergency declarations and guidance about limiting person-to-person contact because of the COVID-19 (coronavirus) pandemic. Chair Crystal Brakke called the Regular Board Meeting to order at 7:00 pm with the following school board members in attendance: Maleck, Pollis, Smisek, and Toensing. Cole was not able to attend.

Student board representatives Tyler Jake and Naomi Ferguson were present. Administrators present were Superintendent Unowsky, Asst. Superintendent Daniels, and Chief HR & Admin Officer Holje.

II. REVIEW AND APPROVAL OF THE AGENDA

Motion by Toensing, seconded by Maleck, and unanimously carried, the Board of Education approved the agenda.

III. INFORMATION AND PROPOSALS -- NON-ACTION ITEMS

- A. Public Comment
- B. Superintendent Update
 - 1. December Update - Pandemic & Instructional Changes
 - 2. RMS Presentation
 - 3. World's Best Workforce
 - 4. Staffing Report
- C. Commendation

IV. CONSENT AGENDA

Motion by Maleck, seconded by Toensing, and unanimously carried, the Board of Education approved the consent agenda.

- A. Routine Matters
 - 1. Minutes of the regular meeting held December 7, 2020
 - 2. General Disbursements as of 12/14/20 in the amount of \$1,031,635.25
- B. Personnel Items

Certified Full Time Positions for Employment – Temporary Contract

Alyssa Paulson – Elementary Teacher – Rstem

Classified Management Full Time Position for Employment

Jenelle Bullen – Early Childhood Coordinator – SEC

Laura Otterness – Communications Specialist – District Office

Classified Full Time Position for Employment - Administrative and Management Support Professional

Marta Weirich – 40 hr/wk – Administrative Assistant 2 Human Resources – District Offices

Classified Part Time Position For Employment – Paraprofessional

Stephanie Heyer-Walsh – 35 hr/wk – Instructional Paraprofessional – RDLS

Emily Christensen – 13.75 hr/wk – Managerial Paraprofessional – RSTEM

Classified Full Time Leave of Absence – Paraprofessional

Areli Silva Segura – Paraprofessional – RDLS

Classified Full Time Resignation - Food & Nutrition Services

Kristine Dahl – 40 hr/wk – Kitchen Manager – Sheridan Hills

Classified Part Time Resignation – Paraprofessional

Amal Mohamud– 25.25hr/wk – Managerial Paraprofessional – Central Education Center

V. OLD BUSINESS

- A. Policy 407 - Leaves of Absence & Policy 481 - Leaves of Absence for Classified Personnel - second read
- B. Policy 113 - Bullying Prohibition - second read
- C. Policy 709 - Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System & Administrative Guideline 709.1 - final read

Motion by Maleck, seconded by Pollis, and unanimously carried, the Board of Education approved the policy.

- D. Policy 715 - Purchasing & Administrative Guideline 715.1 - final read

Motion by Smisek, seconded by Toensing, and unanimously carried, the Board of Education approved the policy.

- E. Legislative Platform

VI. NEW BUSINESS

- A. Resolution Designating Polling Places for 2021

Motion by Maleck, seconded by Smisek, and unanimously carried, the Board of Education approved the resolution.

- B. Pay Equity Compliance Report

Motion by Toensing, seconded by Pollis, and unanimously carried, the Board of Education approved the report.

C. STEM Change Orders #29 & #30

Motion by Toensing, seconded by Pollis, and unanimously carried, the Board of Education approved the change orders.

D. Sheridan Change Order #19

Motion by Pollis, seconded by Maleck, and unanimously carried, the Board of Education approved the change order.

E. RMS Change Order #12

Motion by Smisek, seconded by Toensing, and unanimously carried, the Board of Education approved the change order.

F. RHS Change Orders #43 - #47

Motion by Toensing, seconded by Maleck, and unanimously carried, the Board of Education approved the change orders.

G. Centennial Change Order #17

Motion by Pollis, seconded by Smisek, and unanimously carried, the Board of Education approved the change order.

H. RHS Facade Project Request

Motion by Toensing, seconded by Maleck, and unanimously carried, the Board of Education approved the project request.

I. Paraprofessional Contract 2020-2022

Motion by Pollis, seconded by Maleck, and unanimously carried, the Board of Education approved the contract.

J. Donations

Motion by Pollis, seconded by Maleck, and unanimously carried, the Board of Education accepts the donations with gratitude.

VII. ADVANCE PLANNING

A. Legislative Update

B. Information and Questions from Board

C. Future Meeting Dates

1-4-2021

7:00 p.m.

Regular Board Meeting

1-19-2021

7:00 p.m.

Regular Board Meeting - Public Comment

D. Suggested/Future Agenda Items

VIII. CLOSED SESSION AS ALLOWED BY MINNESOTA STATUTE 13D.03 FOR LABOR NEGOTIATIONS STRATEGY

Motion by Maleck, seconded by Pollis, and unanimously carried, the Board of Education moved into closed session at 9:38 pm.

IX. REOPEN MEETING

Motion by Toensing, seconded by Maleck, and unanimously carried, the Board of Education moved into open session at 9:48 pm.

X. ADJOURN REGULAR MEETING

Chair Brakke adjourned the meeting at 9:49 pm.

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	299770	12/17/2020	ALL STATE COMMUNICATIONS INC	R	1,535.00
01	299771	12/17/2020	ALLSTATE LEASING	R	1,428.00
01	299772	12/17/2020	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	1,760.50
01	299773	12/17/2020	BRAND FARMS	R	700.00
01	299774	12/17/2020	BSN SPORTS, LLC	R	4,789.70
01	299775	12/17/2020	CARQUEST AUTO PARTS	R	167.04
01	299776	12/17/2020	CATALYST BUYING GROUP LLC	R	189.99
01	299777	12/17/2020	CENTURYLINK	R	71.00
01	299778	12/17/2020	CINTAS CORPORATION NO 2	R	107.96
01	299779	12/17/2020	CITY OF RICHFIELD	R	10,013.12
01	299780	12/17/2020	COMCAST BUSINESS	R	529.74
01	299781	12/17/2020	COMMERCIAL KITCHEN	R	258.75
01	299782	12/17/2020	CUB FOODS	R	25.18
01	299783	12/17/2020	DARK KNIGHT SOLUTIONS, LLC	R	350.00
01	299784	12/17/2020	DISTRIBUTIVE EDUCATION CLUBS	R	260.00
01	299785	12/17/2020	DEPARTMENT OF HUMAN SERVICES	R	719.00
01	299786	12/17/2020	DIGI INTERNATIONAL, INC.	R	330.00
01	299787	12/17/2020	DIGITAL INSURANCE LLC	R	3,537.00
01	299788	12/17/2020	PURCHASE POWER	R	4,800.00
01	299789	12/17/2020	ECM PUBLISHERS INC	R	743.75
01	299790	12/17/2020	ECOLAB INC	R	455.24
01	299791	12/17/2020	EDUCATORS BENEFIT CONSULTANTS LLC	R	426.99
01	299792	12/17/2020	EVERYDAY SPEECH LLC	R	299.99
01	299793	12/17/2020	FASTENAL INDUSTRIAL	R	15.79
01	299794	12/17/2020	FLOW HOCKEY	R	3,554.00
01	299795	12/17/2020	WW GRAINGER INC	R	317.22
01	299796	12/17/2020	H BROOKS AND COMPANY LLC	R	985.94
01	299797	12/17/2020	HERITAGE CRYSTAL CLEAN INC	R	361.40
01	299798	12/17/2020	HILLYARD	R	266.68
01	299799	12/17/2020	HOPE CHURCH	R	14,338.47
01	299800	12/17/2020	IIX INSURANCE INFORMATION EXCHANGE	R	68.15
01	299801	12/17/2020	INSTITUTE FOR ENVIROMENTAL	R	7,141.44
01	299803	12/17/2020	INTERMEDIATE DISTRICT 287	R	1,114,243.70
01	299804	12/17/2020	LAKE COUNTRY SCALE WORKS INC	R	293.00
01	299805	12/17/2020	LARSON JUDI	R	36.06
01	299806	12/17/2020	LEARNING A-Z	R	131.54
01	299807	12/17/2020	MIDWEST BUS PARTS INC	R	1,035.34
01	299808	12/17/2020	MINUTEMAN PRESS-BLOOMINGTON	R	810.00
01	299809	12/17/2020	MSDSONLINE	R	5,999.00
01	299810	12/17/2020	MULTILINGUAL WORD INC	R	2,975.00
01	299811	12/17/2020	NATALIE D RASMUSSEN	R	9,000.00
01	299812	12/17/2020	NILFISK, INC.	R	21,623.92
01	299813	12/17/2020	NOKOMIS SHOE SHOP	R	3,788.45
01	299814	12/17/2020	OCCUPATIONAL MEDICINE CONSULTANTS	R	75.00
01	299815	12/17/2020	PAN O GOLD BAKING CO	R	120.20
01	299816	12/17/2020	PARLAY IDEAS INC.	R	915.00
01	299817	12/17/2020	PITNEY BOWES GLOBAL FINANCIAL SVC	R	1,104.42
01	299818	12/17/2020	PLAINVIEW MILK PRODUCTS COOPERATIVE	R	5,591.45
01	299819	12/17/2020	PREMIUM WATERS INC	R	28.00

01	299820	12/17/2020	REACH COMMUNICATIONS, INC	R	4,805.00
01	299821	12/17/2020	RICHFIELD ICE ARENA	R	3,762.50
01	299822	12/17/2020	RODRIGUEZ EMBROIDERY INC	R	15,700.00
01	299823	12/17/2020	RUPP ANDERSON SQUIRES & WALDSPURGER	R	1,423.46
01	299824	12/17/2020	SCHOOL SPECIALTY INC	R	61.06
01	299825	12/17/2020	SCHUMACHER ELEVATOR COMPANY	R	747.00
01	299826	12/17/2020	SHERWIN WILLIAMS CO	R	251.72
01	299827	12/17/2020	STRATEGIC STAFFING SOLUTIONS	R	3,920.00
01	299828	12/17/2020	TERREL'S TOOLBOX LLC	R	209.55
01	299829	12/17/2020	TYSON FOODS INC	R	1,474.65
01	299830	12/17/2020	TRIO SUPPLY COMPANY	R	474.33
01	299831	12/17/2020	UNITED HEALTHCARE	R	159.60
01	299832	12/17/2020	UNITED HEALTHCARE INSURANCE CO	R	479.54
01	299833	12/17/2020	UPPER LAKES FOODS	R	17,517.94
01	299834	12/17/2020	WOODROW MUSIC LLC	R	200.00
01	299835	12/17/2020	WORLD FUEL SERVICES, INC.	R	1,447.15
01	299836	12/17/2020	XCEL ENERGY	R	79.11
01	299837	12/17/2020	ZEP SALES & SERVICE	R	2,858.00
01	299838	12/17/2020	CINTAS	R	1,789.96
01	299839	12/17/2020	GREEN SCIENCE SOLUTIONS	R	4,098.00
01	V610468	12/17/2020	LISA M BAIRD	R	5.13
01	V610469	12/17/2020	TIA B CLASEN	R	1,000.00
01	V610470	12/17/2020	MELISSA E FINDLAY-LAMPKIN	R	78.96
01	V610471	12/17/2020	GRACE M JENNINGS	R	78.95
01	V610472	12/17/2020	JANICE JORENBY	R	70.00
01	V610473	12/17/2020	LISA A LEIKNES	R	83.95
01	V610474	12/17/2020	JULIE SABLE LENTZ	R	60.37
01	V610475	12/17/2020	SHERRI L MEDVEC	R	119.95
01	V610476	12/17/2020	LAURA B OTTERNESS	R	70.00
01	V610477	12/17/2020	TIMECKA MARIE SANCHEZ-MICHAELS	R	420.00
01	V610478	12/17/2020	DANE A SMITH	R	4.89
01	V610479	12/17/2020	NANCY J STACHEL	R	426.20
01	V610480	12/17/2020	PAULA J WASHINGTON	R	150.00
01	V610481	12/17/2020	KASYA L WILLHITE	R	75.00
01	299840	12/22/2020	ALL FURNITURE INC	R	871.38
01	299841	12/22/2020	AMERICAN DRAPERY SYSTEMS, INC.	R	410.00
01	299842	12/22/2020	BRAUN INTERTEC CORP	R	2,545.00
01	299843	12/22/2020	CORVAL CONSTRUCTION	R	463,999.22
01	299844	12/22/2020	ECM PUBLISHERS INC	R	160.65
01	299845	12/22/2020	ENVIROBATE, INC.	R	68,295.02
01	299846	12/22/2020	ICS CONSULTING, INC.	R	77,733.18
01	299847	12/22/2020	INSTITUTE FOR ENVIROMENTAL	R	11,434.75
01	299848	12/22/2020	LS BLACK CONSTRUCTORS, INC.	R	370,658.75
01	299849	12/22/2020	MID MINNESOTA STORAGE	R	180.00
01	299850	12/22/2020	PHILLIP HUCH	R	16,500.00
01	299851	12/22/2020	SHAW-LUNDQUIST ASSOCIATES, INC.	R	1,490,530.66
01	299852	12/22/2020	WOLD ARCHITECTS AND ENGINEERS	R	55,635.66
01	299853	12/22/2020	AIM ELECTRONICS INC	R	758.05
01	299854	12/22/2020	ALLIED PROFESSIONALS, INC.	R	952.00
01	299855	12/22/2020	ALLSTATE LEASING	R	714.00

01	299856	12/22/2020	AQUA LOGIC INC	R	64,994.46
01	299857	12/22/2020	PRESENTATIONS, INC.	R	670.50
01	299858	12/22/2020	ASPEN EQUIPMENT CO	R	596.17
01	299859	12/22/2020	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	8,360.00
01	299860	12/22/2020	BRAND FARMS	R	700.00
01	299861	12/22/2020	BSI MECHANICAL, INC.	R	879.81
01	299862	12/22/2020	CARQUEST AUTO PARTS	R	677.31
01	299863	12/22/2020	CATALYST BUYING GROUP LLC	R	930.00
01	299864	12/22/2020	CINTAS CORPORATION NO 2	R	68.46
01	299865	12/22/2020	CITY OF RICHFIELD	R	500.00
01	299866	12/22/2020	CITY OF RICHFIELD	R	214.90
01	299867	12/22/2020	EASY PERMIT POSTAGE	R	2,020.64
01	299868	12/22/2020	ESCOBAR GENEAH J	R	103.50
01	299869	12/22/2020	FIREFLY COMPUTERS, LLC	R	18,348.80
01	299870	12/22/2020	FLICEK WELDING	R	9,600.00
01	299871	12/22/2020	GEORGAKOPOULOS, TESS	R	20.00
01	299872	12/22/2020	GOEBEL JUDITH K	R	250.00
01	299873	12/22/2020	H BROOKS AND COMPANY LLC	R	214.49
01	299874	12/22/2020	HAWKINS INC	R	2,353.74
01	299875	12/22/2020	HEALTHJOY LLC	R	10,653.50
01	299876	12/22/2020	HILLYARD	R	3,269.74
01	299877	12/22/2020	HOGAN ASSESSMENT SYSTEMS INC	R	1,650.00
01	299878	12/22/2020	HOGLUND BUS CO INC	R	317.29
01	299879	12/22/2020	HUBERT COMPANY, LLC	R	2,650.93
01	299880	12/22/2020	IDEAL ENERGIES LLC	R	992.09
01	299881	12/22/2020	JAYTECH, INC	R	42.62
01	299882	12/22/2020	KIDCREATE STUDIO	R	588.00
01	299883	12/22/2020	KINECT ENERGY INC	R	26,883.55
01	299884	12/22/2020	LEARNING A-Z	R	69.96
01	299885	12/22/2020	LIFETOUCH NATIONAL	R	514.92
01	299886	12/22/2020	LOFFLER	R	1,225.09
01	299887	12/22/2020	LOMAX CARLA	R	210.00
01	299888	12/22/2020	LS BLACK CONSTRUCTORS, INC.	R	76,313.19
01	299889	12/22/2020	MADISON NATIONAL LIFE INS CO INC	R	15,600.38
01	299890	12/22/2020	MATRIX COMMUNICATIONS INC	R	16,849.68
01	299891	12/22/2020	MCEA	R	240.00
01	299892	12/22/2020	MEYERS MELINDA	R	137.50
01	299893	12/22/2020	MIDWEST BUS PARTS INC	R	163.87
01	299894	12/22/2020	MN DEPT OF LABOR AND INDUSTRY	R	700.00
01	299895	12/22/2020	NILFISK, INC.	R	142,813.14
01	299896	12/22/2020	NORTH DAKOTA CHILD SUPPORT PYMT CNT	R	39.60
01	299897	12/22/2020	OCCUPATIONAL MEDICINE CONSULTANTS	R	150.00
01	299898	12/22/2020	PAN O GOLD BAKING CO	R	154.80
01	299899	12/22/2020	PREMIER LIGHTING INC	R	4,253.82
01	299900	12/22/2020	SCHMITT MUSIC CREDIT	R	35.00
01	299901	12/22/2020	SCHOOL SERVICE EMPLOYEES UNION	R	8,029.67
01	299902	12/22/2020	SCHUMACHER ELEVATOR COMPANY	R	3,528.76
01	299903	12/22/2020	STATE OF MINNESOTA	R	14,930.88
01	299904	12/22/2020	TOLL COMPANY	R	43.32
01	299905	12/22/2020	TRIO SUPPLY COMPANY	R	2,264.77

01	299906	12/22/2020	TRISTATE BOBCAT INC	R	3,500.00
01	299907	12/22/2020	UNITED STATES TREASURER	R	430.00
01	299908	12/22/2020	UPPER LAKES FOODS	R	22,068.27
01	299909	12/22/2020	XCEL ENERGY	R	675.96
01	299911	12/30/2020	AMAZON.COM SYNCB/AMAZON	R	5,278.36
01	299912	12/30/2020	BLUETARP FINANCIAL	R	74.95
01	299913	12/30/2020	BRINK'S INCORPORATED	R	1,355.76
01	299914	12/30/2020	CANON USA	R	4,038.49
01	299915	12/30/2020	CITY OF RICHFIELD	R	6,785.59
01	299916	12/30/2020	CITY OF RICHFIELD	R	1,000.00
01	299917	12/30/2020	CONTINENTAL RESEARCH CORP	R	980.45
01	299918	12/30/2020	DOOR SERVICE COMPANY OF THE TWIN CI	R	230.00
01	299919	12/30/2020	ECOLAB INC	R	948.63
01	299920	12/30/2020	EDUCATORS BENEFIT CONSULTANTS LLC	R	233.78
01	299921	12/30/2020	EMI AUDIO	R	250.00
01	299922	12/30/2020	EPIC SPORTS	R	150.00
01	299923	12/30/2020	ETTEL & FRANZ ROOFING CO	R	549.00
01	299924	12/30/2020	FASTENAL INDUSTRIAL	R	82.94
01	299925	12/30/2020	FLICEK WELDING	R	30,000.00
01	299926	12/30/2020	FURTHER	R	5,737.50
01	299927	12/30/2020	WW GRAINGER INC	R	85.80
01	299928	12/30/2020	H BROOKS AND COMPANY LLC	R	346.16
01	299929	12/30/2020	HENNEPIN COUNTY TREASURER	R	20.75
01	299930	12/30/2020	HERFF JONES INC	R	2,602.26
01	299931	12/30/2020	HOUSE OF PRINT	R	3,471.28
01	299932	12/30/2020	HR SIMPLIFIED INC.	R	600.00
01	299933	12/30/2020	INDOFF INC	R	255.94
01	299934	12/30/2020	INNOVATIVE OFFICE SOLUTIONS LLC	R	3,520.64
01	299935	12/30/2020	KAHOOT! AS	R	432.00
01	299936	12/30/2020	LARGEPRINTING.COM	R	12,546.25
01	299937	12/30/2020	LEARNING A-Z	R	131.54
01	299938	12/30/2020	MINNESOTA MEMORY, INC.	R	809.70
01	299939	12/30/2020	MINUTEMAN PRESS OF RICHFIELD	R	442.50
01	299940	12/30/2020	NATURAL PLAYGROUNDS SHOP, LLC	R	1,025.89
01	299941	12/30/2020	NORTHEAST METRO ISD 916	R	7,157.28
01	299942	12/30/2020	NUSS TRUCK & EQUIPMENT	R	2,300.00
01	299943	12/30/2020	PAN O GOLD BAKING CO	R	191.70
01	299944	12/30/2020	SHERWIN WILLIAMS CO	R	104.96
01	299945	12/30/2020	SPED FORMS INC	R	595.00
01	299946	12/30/2020	TERREL'S TOOLBOX LLC	R	286.98
01	299947	12/30/2020	TRIO SUPPLY COMPANY	R	692.16
01	299948	12/30/2020	TRISTATE BOBCAT INC	R	6,500.00
01	299949	12/30/2020	TURNITIN, LLC	R	3,845.00
01	299950	12/30/2020	TWIN CITY HARDWARE	R	285.00
01	299951	12/30/2020	UHL COMPANY INC	R	18,600.00
01	299952	12/30/2020	UPPER LAKES FOODS	R	9,088.84
01	299953	12/30/2020	VAIL RESORTS MANAGEMENT CO, INC.	R	378.00
01	299954	12/30/2020	VALLEY RICH CO INC	R	23,700.00
01	299955	12/30/2020	VELOCITY DRAIN SERVICES INC	R	2,495.00
01	299956	12/30/2020	VIG SOLUTIONS INC	R	8,480.00

01	299957	12/30/2020	VSP VISION SERVICE PLAN	R	3,029.91
01	299958	12/30/2020	XCEL ENERGY	R	43,283.64
01	299959	12/30/2020	ZIEGLER INC.	R	7,722.50
01	299960	12/30/2020	GROUP MEDICAREBLUE RX	R	6,493.00

TOTAL CHECKS, E-PAYS, CONSTRUCTION					4,556,505.62
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CHECK & E-PAY RUNS FOR 01/04/2021 BOARD REPORTS

BANK 05	DATE	AMOUNT
CHECKS	12/17/2020	1,283,887.73
	12/22/2020	475,917.13
	12/30/2020	229,215.13
BLESSED TRINITY CHECKS	12/17/2020	5,887.96
CONSTRUCTION CHECKS	12/22/2020	2,558,954.27
E-PAY	12/17/2020	2,643.40

CHECK REGISTER BANK 05 TOTAL =	4,556,505.62
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BREAKDOWN	
01-206-00	1,863,734.04
02-206-00	93,431.42
03-206-00	8,014.35
04-206-00	16,510.95
06-206-00	2,558,954.27
07-206-00	-
08-206-00	36.06
20-206-00	14,244.61
21-206-00	1,579.92
47-206-00	-
50-206-00	-
BANK TOTAL =	4,556,505.62

RICHFIELD PUBLIC SCHOOLS

Investment Holdings as of
December 28, 2020

Description	Matures	Rate	Cost	General Operating	Custodial (Scholarships)	2018A Bond	2018B Bond	OPEB Bond
FORESIGHT BANK	01/27/21	2.56%	237,500.00	237,500.00	-	-	-	-
ASSOCIATED BANK, NA - C	01/27/21	2.61%	1,000,000.00	1,000,000.00	-	-	-	-
MECHANICS SAVINGS, A DIVISION OF	01/27/21	2.56%	237,500.00	237,500.00	-	-	-	-
FIRST INTERNET BANK OF INDIANA	02/04/21	1.85%	243,300.00	243,300.00	-	-	-	-
TBK BANK, SSB / THE NATIONAL BANK	02/04/21	1.75%	243,600.00	243,600.00	-	-	-	-
CITADEL FCU	02/18/21	1.63%	245,900.00	245,900.00	-	-	-	-
GRANITE COMMUNITY BANK / FIRST N	02/18/21	1.53%	246,200.00	246,200.00	-	-	-	-
FIELDPOINT PRIVATE BANK & TRUST	02/18/21	1.55%	246,100.00	246,100.00	-	-	-	-
CITY NATL BK - BEV HILLS	02/25/21	1.55%	245,241.26	245,241.26	-	-	-	-
TEXAS CAPITAL BANK	06/28/21	0.30%	248,700.00	248,700.00	-	-	-	-
BANK OF CHINA	08/20/21	0.34%	248,100.00	248,100.00	-	-	-	-
SERVISFIRST BANK	10/19/21	0.70%	247,700.00	247,700.00	-	-	-	-
CIBM BANK	10/19/21	0.10%	249,600.00	249,600.00	-	-	-	-
BMO HARRIS BANK, NA	01/26/22	0.28%	4,000,000.00	4,000,000.00	-	-	-	-
Capital One, National Association Cert	08/16/21	2.10%	160,000.00	-	160,000.00	-	-	-
WHEATON PK-D-REF-TXBL	12/30/20	2.69%	513,567.60	-	-	513,567.60	-	-
LAKE ETC SD #118-REF	01/01/21	2.79%	400,700.00	-	-	400,700.00	-	-
US TREASURY N/B	01/15/21	2.32%	495,683.59	-	-	495,683.59	-	-
ASSOCIATED BANK, NA - C	01/25/21	2.66%	500,000.00	-	-	500,000.00	-	-
COLLIN CO-B-REF-TXBL	02/15/21	2.43%	260,982.50	-	-	260,982.50	-	-
County of El Paso TX	02/15/21	2.37%	794,768.00	-	-	794,768.00	-	-
FINANCIAL FEDERAL BANK	02/25/21	2.65%	237,100.00	-	-	237,100.00	-	-
ASSOCIATED BANK, NA (N)	02/25/21	2.67%	237,100.00	-	-	237,100.00	-	-
ASSOCIATED BANK, NA - C	02/25/21	2.50%	1,000,000.00	-	-	1,000,000.00	-	-
HOUSTON-B-TXBL	03/01/21	2.43%	555,861.60	-	-	555,861.60	-	-
State of Maryland	03/15/21	2.38%	501,430.00	-	-	501,430.00	-	-
ASSOCIATED BANK, NA - C	04/23/21	2.67%	500,000.00	-	-	500,000.00	-	-
US TREASURY N/B	05/15/21	2.36%	1,023,164.05	-	-	1,023,164.05	-	-
State of Arkansas	06/01/21	2.43%	1,520,460.00	-	-	1,520,460.00	-	-
MEMPHIS-C-BABS	07/01/21	2.68%	312,489.00	-	-	312,489.00	-	-
FEDERAL HOME LOAN BANK	07/14/21	2.40%	959,446.61	-	-	959,446.61	-	-
FEDERAL HOME LOAN BANK	07/14/21	2.40%	479,723.30	-	-	479,723.30	-	-

RICHFIELD PUBLIC SCHOOLS

Investment Holdings as of
December 28, 2020

Description	Matures	Rate	Cost	General Operating	Custodial (Scholarships)	2018A Bond	2018B Bond	OPEB Bond
State of Hawaii	08/01/21	2.45%	357,371.00	-	-	357,371.00	-	-
US TREASURY N/B	08/31/21	2.40%	493,398.44	-	-	493,398.44	-	-
FANNIE MAE	10/07/21	2.45%	481,788.31	-	-	481,788.31	-	-
City & County of Honolulu HI	11/01/21	2.55%	497,605.00	-	-	497,605.00	-	-
MN TRUST TERM SERIES	12/28/20	0.07%	2,000,000.00	-	-	-	2,000,000.00	-
PACIFIC WESTERN BANK	04/23/21	3.19%	233,400.00	-	-	-	233,400.00	-
CIBC BANK USA / PRIVATE BANK - MI	08/25/21	2.69%	234,000.00	-	-	-	234,000.00	-
FIRST NATIONAL BANK	08/25/21	2.78%	233,500.00	-	-	-	233,500.00	-
GREAT MIDWEST BANK	08/25/21	2.68%	120,000.00	-	-	-	120,000.00	-
CFG BANK	04/01/21	1.74%	243,500.00	-	-	-	-	243,500.00
IOWA VLY IA CMNTY CLG	06/01/21	1.55%	587,258.10	-	-	-	-	587,258.10
LANDMARK COMMUNITY BANK	06/30/21	0.07%	249,800.00	-	-	-	-	249,800.00
OXFORD-C-REF	08/01/21	1.70%	300,516.00	-	-	-	-	300,516.00
FIRST CAPITAL BANK	10/07/21	0.10%	249,400.00	-	-	-	-	249,400.00
T BANK, NA	10/12/21	1.51%	100,000.00	-	-	-	-	100,000.00
Bank OZK	02/28/22	2.65%	230,100.00	-	-	-	-	230,100.00
TULSA CO ISD #3-TXBL	04/01/22	2.58%	693,178.90	-	-	-	-	693,178.90
HONOLULU CITY and CNTY	10/01/22	1.58%	965,371.30	-	-	-	-	965,371.30
TEXAS ST-C-REF-TXBL	10/01/22	1.61%	784,606.90	-	-	-	-	784,606.90
HONOLULU-E-TXBL	10/01/22	1.61%	282,931.00	-	-	-	-	282,931.00
ROBBINSDALE ISD-B-REF	02/01/23	0.13%	2,716,236.55	-	-	-	-	2,716,236.55
HAWAII-FA-TXBL	10/01/23	1.62%	882,359.50	-	-	-	-	882,359.50
Total Investments Held			31,328,238.51	7,939,441.26	160,000.00	12,122,639.00	2,820,900.00	8,285,258.25

Agenda Item IV.B

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 4, 2021

Subject: PERSONNEL ITEMS
(Recommended by Superintendent)

That the Board of Education approve the following personnel items:

Certified Full Time Position for Employment – 3rd Year Probation
Suad Jama – Special Education Lead – CEC

Classified Full Time Position for Employment - Administrative and Management Support Professional
Michelle Gogue – 40 hr/wk – Administrative Assistant 3 –Transportation

Classified Full Time Position for Employment – Outreach Worker
Ally Astor-Ramirez – 40hr/wk – Health Resource Center Coordinator – DW

Classified Full Time Position for Employment - Facilities & Transportation
Elsa Cruz Esteva - 40 hr/wk – Building Cleaner – RDLS

Classified Part Time Resignation – Paraprofessional
Stacie Mahowald – 37.50 hrs/wk – Paraprofessional Health Aid – Centennial

Classified Part Time Resignation – Transportation
Roseabelle Shelton – 7 hr/day -Bus Driver – Transportation, effective 12/2/2020

Classified Part Time Retirement – Transportation
John Ashmead – 2 hr/day - Bus Driver – Transportation, effective 12/23/2020

OLD BUSINESS – FOR ACTION

Agenda Item V.A.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 4, 2021

Subject: Leaves of Absence

(Recommended by the Superintendent)

Passage upon a third read of Policy 407: Leaves of Absence. The revised version of this policy now incorporates Policy 481: Leaves of Absence for Classified Personnel. Upon passage of the revised Policy 407, Policy 481 will no longer exist as a separate policy.

Attachments:

Policy 407: Leaves of Absence - redlined
MSBA Model Policy 410: Family & Medical Leave

RICHFIELD- PUBLIC -SCHOOLS

LEAVES OF ABSENCE

I. PURPOSE

The purpose of this policy is to guide decisions related to requests from employees who desire an ~~unpaid~~ leave of absence from work.

II. GENERAL STATEMENT OF POLICY

- A. The Board of Education recognizes the right of employees to request leaves of absence without pay as provided in the appropriate employee master agreement or policy.
- B. Because the absence of an employee impacts the educational program, staff and students, the needs and desires of the employee must be weighed against the needs of the district and the replacement employee.
- C. In acting on employee leave requests, the Board of Education will observe provisions of the appropriate employee master agreements or policy, and applicable state or federal statutes. Consideration will be given to both the reasons for the employees' request and the needs of the district. Where needs are in conflict, however, concerns relating to the overall educational program will take precedence.

III. FACTORS TO BE CONSIDERED

Multiple factors will be considered in acting on leave of absence requests, including but not limited to the following:

- A. The stated reason(s) of the employee in requesting a leave;
- B. Relevant provisions of the appropriate employee master agreement, policy, or statute;
- C. Length of service to the district of the employee applying for the leave;
- D. Record of previous leaves taken by the employee;
- E. Availability of qualified staff to replace the employee and the potential for turnover among replacement employees during the period of the leave of absence;

- F. Number of other employees in the same category currently on leaves of absence;
- G. Timing of the leave in order to minimize disruption to the operation of district programs;
- H. Potential benefits to the district of granting the leave;

IV. GUIDELINES TO BE USED IN GRANTING LEAVES OF ABSENCE

- A. Normally, the length of an approved leave of absence shall not exceed one (1) year. In extenuating circumstances, an extension of one (1) additional year may be granted for a maximum of two consecutive years of leave.
- B. An unpaid leave of absence for child care shall generally be limited to a maximum period of 18 months coinciding with the birth or adoption of the employee's own child.
- C. When an unpaid leave of absence is requested in conjunction with another leave of absence, such as a child care leave of absence, the total time of absence from work for all leaves shall not exceed two (2) consecutive years, or longer if necessary to have the ending point of the leave coincide with a break in the school calendar.
- D. The maximum duration of an extended leave of absence for teachers pursuant to M.S. §122A.46, Subd. 2. must be determined by mutual agreement of the Board and the teacher at the time the leave is granted and shall be at least three, but no more ~~that than~~ five, years. An extended leave may be granted to teachers who have been employed by the district for at least five years and who have at least ten years of allowable service in Minnesota.

V. LEAVES OF ABSENCE FOR CLASSIFIED PERSONNEL

A. Military Leave

Any classified employee who is a member of an armed forces reserve organization and who is called up for training or active duty shall be paid the difference between the pay received for such military duty and the rate regularly paid by the district, for a period of up to fifteen days in any calendar year. Moreover, the employee shall not lose seniority status, vacation, sick leave, or any benefits while engaged in such period of training or active service. This payment will be limited to fifteen days per year and will be paid upon presentation of a certificate of satisfactory performance of said duties. Longer leaves of absence without pay and reinstatement rights for an employee called to active service in time of war or other emergency declared by proper authority, shall be governed by state law.

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B. Emergency Leave

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An employee may request a leave of absence, without pay, in cases of prolonged illness or other emergencies, such as household accidents, long-distance travel for family events, or weather-related travel delays. An employee granted an emergency leave of absence shall suffer no loss of seniority or job rights and shall return at the same salary status as prevailed when the leave was granted.

C. Jury Duty

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An employee absent from their duties because of jury duty shall be paid the difference between their normal salary and that remuneration received for such jury duty. The continuation of normal salary is subject to the reimbursement to the district of the amount paid by the court for services rendered.

VI. DISSEMINATION OF POLICY

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A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.

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B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References:

Minn. Stat. §122A.46 Extended leaves of absence.

Minn. Stat. §§ 181.940-181.944 (Parenting Leave)

Minn. Stat. 192.26, Subd. 1: State and Municipal officers and employees not to lose pay while on military duty.

Minn. Stat. 192.261 (Leaves of Absence)

10 U.S.C. § 101 et seq. (Armed Forces General Military Law)

29 U.S.C. § 2601 et seq. (Family and Medical Leave Act)

38 U.S.C. § 101 (Definitions)

29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross Reference: ~~Board Policy 481, Leaves of Absence for Classified Personnel~~

~~RATIFIED/ADOPTED~~ BY THE BOARD OF EDUCATION: March 15, 1999

REVIEWED and AFFIRMED BY THE BOARD OF EDUCATION: June 11, 2012

~~AMENDED/REVISED~~ BY THE BOARD OF EDUCATION: January 7, 2002;
January 4, 2021

Adopted: _____

MSBA/MASA Model Policy 410

Orig. 1995

Revised: _____

Rev. 2015

410 FAMILY AND MEDICAL LEAVE POLICY

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. “Covered active duty” means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B).

B. “Covered servicemember” means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

- C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee’s fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- D. “Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness.
- E. “Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- F. “Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or
 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 2. to attend military events and related activities of a covered military member;
 3. to address issues related to childcare and school activities of a covered military member's child;
 4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member;
 8. to address parental care needs; and
 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 U.S.C. § 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
 - b. in the case of a covered veteran who was a member of the Armed

Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

- (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or

reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who

does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed by the employer. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed by the employer, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. **SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education

assistants.

- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
 - 1. take leave for the entire period or periods of the planned medical treatment; or
 - 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 - 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 - 2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 - 3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.
- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin “M” (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees – Family and Medical Leave Act Summary)

OLD BUSINESS – FOR ACTION

Agenda Item V.B.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 4, 2021

Subject: Bullying Prohibition

(Recommended by the Superintendent)

Passage upon a third read of Policy 113: Bullying Prohibition. This version of the policy has been updated for clarity, and the reporting form has been updated to align with Administrative Guideline 103.2 (Racial, Religious, and Sexual Harassment and Violence).

Attachments:

Policy 113: Bullying Prohibition
Harassment, Violence, and Bullying Report Form
MSBA Model Policy 514: Bullying Prohibition

RICHFIELD -PUBLIC -SCHOOLS

BULLYING PROHIBITION POLICY

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with students' ability to learn and teachers' ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, it is the school district's intent to prevent bullying and to take action to investigate, respond, remediate, and discipline those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

II. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

A. "Bullying" means repeated behavior by a student or a group of students that is intended to cause or is perceived as causing another student or a group of students to feel frightened, threatened, intimidated, humiliated, shamed, disgraced, ostracized, or physically abused. The bullying that is addressed in this policy is that which substantially interferes with the targeted student's or students' educational benefits, opportunities, or performance. Bullying implies an imbalance in real or perceived physical, social or psychological power. Bullying can occur via physical, verbal, social/relational, electronic or other forms of interactions or communication. Bullying includes, but is not limited to, repeated conduct by a student against another student or a group of students that a reasonable person under the circumstances knows or should know has the effect of:

1. Hurting another physically by hitting, kicking, tripping, or pushing;
2. Stealing or damaging another person's property;
3. Ganging up on another person;

4. Teasing another person in a hurtful way;

5. Calling another person hurtful names;

6. Using put-downs, such as insulting another person's race, making fun of another person because of their characteristics related to gender, or denigrating another person for other personal characteristics;

7. Isolating a person;

8. Spreading rumors or untruths about another person.

9. Intimidating a student or group of students.

B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network internet web site or forum, transmitted through a computer, cell phone, or other electronic device.

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. "On school district property or at school-related functions" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

III. GENERAL STATEMENT OF POLICY

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school district property or at school-related functions. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees. The misuse of technology including, but not limited to, teasing,

intimidating, defaming, threatening, or terrorizing another student, teacher, administrator, volunteer, contractor, or other employee of the school district by sending or posting e-mail messages, instant messages, text messages, digital pictures or images, or website postings, including blogs, also may constitute an act of bullying regardless of whether such acts are committed on or off school district property and/or with or without the use of school district resources.

- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, or false reporting of bullying or permits, condones, or tolerates bullying maybe subject to discipline for that act in accordance with school district's policies and procedures. The school district may take into account the following factors in determining whether discipline is required and if so, the type and extent of discipline:
 - 1. The developmental and maturity levels of the parties involved;
 - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
 - 3. Past incidences or past or continuing patterns of behavior;
 - 4. The relationship between the parties involved; and
 - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from positive behavioral interventions up to and including suspension and/or expulsion. Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge. Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

- 1 G. The school district will act to investigate all complaints of bullying
2 and will discipline or take appropriate action against any student,
3 teacher, administrator, volunteer, contractor, or other employee of
4 the school district who is found to have violated this policy.
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6

7 ~~III. DEFINITIONS~~

8
9 ~~For purposes of this policy, the definitions included in this section apply.~~

10
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15 ~~or physically abused. The bullying that is addressed in this policy is~~
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17 ~~students’ educational benefits, opportunities, or performance.~~
18 ~~Bullying implies an imbalance in physical, social or psychological~~
19 ~~power. Bullying can occur via physical, verbal, social/relational,~~
20 ~~electronic or other forms of interactions or communication. Bullying~~
21 ~~includes, but is not limited to, conduct by a student against another~~
22 ~~student or a group of students that a reasonable person under the~~
23 ~~circumstances knows or should know has the effect of:~~

24
25 ~~1. Hurting another physically by hitting, kicking, tripping, or~~
26 ~~pushing;~~

27
28 ~~2. Stealing or damaging another person’s property;~~

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30 ~~3. Ganging up on another person;~~

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32 ~~4. Teasing another person in a hurtful way;~~

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34 ~~5. Calling another person hurtful names;~~

35
36 ~~6. Using put-downs, such as insulting another person’s race,~~
37 ~~making fun of another person because of their~~
38 ~~characteristics as a boy or girl, or denigrating another person~~
39 ~~for other personal characteristics;~~

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41 ~~7. Isolating a person;~~

42
43 ~~8. Spreading rumors or untruths about another person.~~

44
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46
47
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49 ~~communication, including, but not limited to, a transfer of a sign,~~
50 ~~signal, writing, image, sound, or data, including a post on a social~~
51 ~~network Internet Web site or forum, transmitted through a~~

~~computer, cell phone, or other electronic device.~~

~~C. "Immediately" means as soon as possible but in no event longer than 24 hours.~~

~~D. "On school district property or at school-related functions" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.~~

IV. REPORTING PROCEDURE

A. Any person who believes ~~he or she~~they has~~ve~~ been the victim of bullying or any other person (e.g. witness, parent, colleague) with knowledge or belief of conduct that may constitute bullying shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district's ability to take action against an alleged ~~perpetrator~~bully based solely on an anonymous report may be limited.

B. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well.

C. The building principal, the principal's designee, or the building supervisor (hereinafter Building Report Taker) is the person responsible for receiving reports of bullying at the building level. Any person may report bullying directly to a school district human rights officer or the superintendent. If the complaint involves the Building Report Taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who receives a report of, observes, or has other knowledge or belief of conduct that may constitute bullying shall inform the Building Report Taker immediately. School district personnel who

fail to inform the Building Report Taker of conduct that may constitute bullying in a timely manner may be subject to disciplinary action.

- E. Reports of bullying are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- F. Submission of a good faith complaint or report of bullying will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. STAFF EXPECTATIONS

Teachers and staff at Richfield Public Schools are expected to take the following actions in order to prevent bullying and help students feel safe at school:

- A. Closely supervise students in all areas of the school and playground;
- B. Watch for signs of bullying and stop it when it happens;
- C. Respond quickly and sensitively to bullying reports using an appropriate response process;
- D. Report bullying to the Building Report Taker;
- E. Notify the Building Report Taker when efforts to address the bullying prove unsuccessful;
- F. Help create a school culture of respect and kindness by modeling and fostering these traits.

VI. INVESTIGATION

- A. Upon receipt of a complaint or report of bullying, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district within three school days of the report. This process is overseen by the Building Report Taker.
- B. The Building Report Taker may take immediate steps, at their discretion, to protect the complainant, reporter, students, or others

pending completion of an investigation of bullying, consistent with applicable law.

VII. SCHOOL DISTRICT ACTION

- A. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. The primary purpose of such action is to protect the student(s) who have been the target of bullying behavior and to deter the prohibited behavior in the future. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; school district policies; and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged ~~perpetrator~~ bully who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students involved in a bullying incident of the incident and of action taken, to the extent permitted by law.
- C. Referral to Professional School Support Staff. A student who violates this policy may be asked to meet with a school counselor or other staff to work on positive behavioral interventions to help prevent future violations.
- D. Referral to available community resources. The involved students and their parents will be given references to community resources and support, as it is appropriate.
- E. ~~Where appropriate for a child with a disability to prevent or respond to prohibited conduct, the child's Individualized Education Plan or Section 504 plan may address the skills and proficiencies the child needs to respond to, or not engage in the prohibited conduct. Individualized Education Plans or Section 504 Plans may address the skills and proficiencies needed for students with disabilities to engage in positive behaviors and respond appropriately to prohibited conduct.~~
- G. Staff Consequences. A Richfield Public School employee who fails to immediately and appropriately address bullying may be asked to participate in additional staff training, ~~or~~ may be mentored, or may be disciplined. A staff member's repeated failure to address bullying behavior may result in discipline up to and including termination or discharge.

VIII. REPRISAL

The school district will discipline or take appropriate action against any

student, teacher, administrator, volunteer, contractor, or other employee of the school district who retaliates against any person who makes a good faith report of alleged bullying or against any person who testifies, assists, or participates in an investigation, or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.

IX. TRAINING AND EDUCATION

- A. The school district annually will provide information and any applicable training to school district staff regarding this policy.
- B. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, appropriate reporting procedures for reporting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying.
- C. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the victim, and to make resources or referrals to resources available to victims of bullying.
- D. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

X. NOTICE

The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)

Cross References: Policy 103 (Racial, Religious and Sexual Harassment and Violence)
Policy 108 (Hazing Prohibition)
Policy 111 (Weapons on School Premises)
Policy 409 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Policy 410 (Mandated Reporting of Maltreatment of Vulnerable Adults)
Policy 505 (Student Disability Nondiscrimination)
Policy 506 (Student Sex Nondiscrimination)
Policy 541 (Student Behavior)
Policy 581 (Protection and Privacy of Pupil Records)
Policy 582 (Staff Notification of Violent Behavior by Students)
Policy 742 (Student Transportation Services)
Policy 783 (Video Surveillance)

~~ADOPTED~~ RATIFIED BY THE BOARD OF EDUCATION: July 16, 2007

REVISED BY THE BOARD OF EDUCATION: September 4, 2007; ~~August 18,~~
2014; January 4, 2021

ATTENTION

**DISTRICT 280 ~~POLICY~~ POLICIES AGAINST
HARASSMENT, VIOLENCE AND BULLYING**

1. Everyone at District 280 has a right to feel respected and safe. Consequently, we want you to know about our ~~policy~~ policies to prevent harassment, violence and bullying based upon any kind of legally protected classification.
2. A harasser may be a student or an adult. Harassment may include the following when related to race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, disability, or any class protected under the law. ~~race, religion, sex, gender, marital status, disability, sexual orientation, or any other class protected under the law.~~
 - a. name calling, jokes or rumors;
 - b. pulling on clothing
 - c. graffiti;
 - d. notes or cartoons;
 - e. unwelcome touching of a person or clothing
 - f. offensive or graphic posters or book covers; or
 - g. any words or actions that make you feel uncomfortable, embarrass you, hurt your feelings or make you feel bad.
3. If any words or actions make you feel uncomfortable or fearful, you need to tell a teacher, counselor, the principal or the Human Rights Officer and Title IX Coordinator, Craig Holje.
4. You may also make a written report. It should be given to a teacher, counselor, the principal or the Human Rights Officer Title IX Coordinator.
5. Your right to privacy will be respected as much as possible.
6. We take seriously all reports of harassment or violence and will take all appropriate actions based on your report.
7. The School District will also take action if anyone tries to intimidate you or take action to harm you because you have reported.
8. This is a summary of the ~~School-school District-district policy-policies~~ against harassment, violence and bullying. Complete policies are available in the ~~Personnel-district~~ office upon request, or on the ~~District-district~~ website www.richfield.k12.mn.us.

**HARASSMENT, VIOLENCE- AND BULLYING AGAINST A PROTECTED CLASS
ARE AGAINST THE LAW.
DISCRIMINATION IS AGAINST THE LAW.**

CONTACT: **CRAIG HOLJE**
HUMAN RIGHTS OFFICER/TITLE IX COORDINATOR

7001 HARRIET AVENUE SOUTH
RICHFIELD, MN 55423

PHONE: **612-798-6031**

RICHFIELD PUBLIC SCHOOL – I.S.D. #280
HARASSMENT, VIOLENCE AND BULLYING REPORT FORM

General Statement of Policy Prohibiting Harassment, Violence, and Bullying

Richfield Public Schools prohibits harassment, violence, discrimination and bullying in all forms, including but not limited to that which occurs on the basis of a person's actual or perceived race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, disability, or any class protected under the law. ~~race, religion, national origin, sex/gender (including harassment based on gender identity and expression), marital status, disability, status with regard to public assistance, sexual orientation, age, family care leave status, veteran status, or any other status protected under the law.~~ If you or someone you know has experienced harassment, violence, discrimination, or bullying at school or at any school-related event for any reason, please complete this reporting form to have the incident(s) investigated by the District. Any student, parent/guardian, or district employee may complete this form and return it to any administrator.

Retaliation against any individual who makes a report or who participates or assists in an investigation of harassment, violence, discrimination, or bullying is strictly prohibited.

1. Preliminary Information

Date of Report: _____

Name of Person Making Report: _____

Daytime Phone _____ Email _____

2. Description of Incident:

Date of Alleged Incident(s) _____

Please provide the name(s) of all persons (including yourself, if applicable) who were the target of the harassment, discrimination, violence or bullying: _____

Please provide the name(s) and/or descriptions of all individuals (students, school employees, school visitors, or others) who engaged or participated in the alleged discrimination, harassment, or bullying (if known): _____

Where and when did the incident(s) occur (please be specific)? _____

List any witnesses who were present. _____

Detailed Description of Incident (Attach additional pages if necessary.) _____

By signing below, I am stating that all of the information I have provided is true, accurate, and complete to the best of my knowledge:

Complaint Signature

Date

Received by

Date

RICHFIELD PUBLIC SCHOOL - I.S.D. #280
HARASSMENT, VIOLENCE AND BULLYING
INVESTIGATION INTAKE AND REPORT FORM
(To be completed by appropriate administrator)

1. Investigation Summary

Date of Intake Review _____

Person Conducting Review: _____

2. Initial Category of Claim

_____ Harassment (Non-sexual) _____ School Related
_____ Violence _____ Outside of School Only
_____ Discrimination (Not on the basis of sex) _____ Electronic

Communication

_____ Bullying

_____ Other: _____ Sexual Harassment or Sex
Discrimination

3. Action(s) Recommended (check all that apply)

_____ Formal Investigation _____ Refer to Outside Agency
_____ Refer to Student Services _____ Agency Name: _____
_____ Monitor
_____ Report to District Human Rights Officer/Title IX Coordinator
_____ Contact Parent/Guardian
_____ Other: _____

Reason for determination of action recommended: _____

4. Formal Investigation Summary:

Please provide the name(s) of all persons interviewed as part of the investigation _____

Detailed Description of Incident (Attach additional pages if necessary.) _____

Final Action Taken (Attach additional pages if necessary.) _____

|

Received by

Date

Adopted: _____

MSBA/MASA Model Policy 514

Orig. 2003

Revised: _____

Rev. 2014

514 BULLYING PROHIBITION POLICY

[Note: School districts are required by statute to have a policy addressing bullying.]

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:
 - 1. The developmental ages and maturity levels of the parties involved;
 - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
 - 3. Past incidences or past or continuing patterns of behavior;
 - 4. The relationship between the parties involved; and
 - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. “Bullying” means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
 2. materially and substantially interferes with a student’s educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, “bullying,” specifically includes cyberbullying as defined in this policy.

- B. “Cyberbullying” means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Intimidating, threatening, abusive, or harming conduct” means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student’s property or causes a student to be in reasonable fear of harm to person or property;
 2. Under Minnesota common law, violates a student’s reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 3. Is directed at any student or students, including those based on a person’s actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. “On school premises, on school district property, at school functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school

bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion,

expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See MSBA/MASA Model Policy 506) and other applicable school district policies; and applicable regulations.

- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. TRAINING AND EDUCATION

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur

during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

- B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
 - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
 - 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
 - 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
 - 4. The incidence and nature of cyberbullying; and
 - 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate

and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
 2. Partner with parents and other community members to develop and implement prevention and intervention programs;
 3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
 4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
 5. Teach students to advocate for themselves and others;
 6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
 7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515) in the student handbook.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor

who regularly interacts with students at the time of initial employment with the school district.

- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter School)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)

MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil
Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety
Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior
by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on
Buses)

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 4, 2021

Subject: Racial, Religious, and Sexual Harassment and Violence

(Recommended by the Superintendent)

A second read of Policy 103: Racial, Religious, and Sexual Harassment and Violence. The policy and administrative guideline have been revised to reflect changes in statute and best practice.

Attachments:

Policy 103: Racial, Religious, and Sexual Harassment and Violence - redlined

Administrative Guideline 103.1 - redlined

MSBA Model Policy 413: Harassment and Violence

MSBA Model Harassment and Violence Report Form

RICHFIELD PUBLIC SCHOOLS

**RACIAL, RELIGIOUS, AND SEXUAL HARASSMENT
PROHIBITION AND VIOLENCE POLICY**

HARASSMENT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, disability, or any class protected under the law.

II. GENERAL STATEMENT OF POLICY

A. ~~The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance, sexual orientation, or disability.~~ The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, disability, or any other class protected under the law.

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B. A violation of this policy occurs when any ~~pupil~~student, teacher, administrator, or other school district personnel ~~of the school district~~ harasses or inflicts, threatens to inflict, or attempts to inflict violence upon a ~~pupil~~student, teacher, administrator, or other school district personnel or group of ~~pupils~~students, teachers, administrators, or other school district personnel through conduct or communication based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, or disability, as defined by this policy. (For purposes of this policy, school district personnel includes: school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)

C. ~~A violation of this policy occurs when any pupil, teacher, administrator, or other school personnel of the school district inflicts, threatens to inflict, or attempts to inflict violence upon any pupil, teacher, administrator, or other school personnel or group of pupils, teachers, administrators, or other school personnel based on a person's race, color, creed, religion, national origin, sex, age,~~

~~marital status, status with regard to public assistance, sexual orientation, disability, or any other class protected under the law.~~

- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, disability, or any class protected under the law, and to discipline or take appropriate action against any ~~pupil~~student, teacher, administrator, or other school district personnel who is found to have violated this policy.

III. DEFINITIONS

A. "Assault" is:

1. an act done with intent to cause fear in another of ~~imminent~~ imminent bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, and nonverbal behavior such as graphic and written statements, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, disability, or any class protected under the law when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
3. otherwise adversely affects an individual's employment or academic opportunities.

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. Protected Classifications; Definitions

1. ~~"Disability": "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person~~
A person with a disability is any person who:

- a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
- b. has a record of such an impairment; or
- c. is regarded as having such an impairment.

2. ~~"Familial status" mean the condition of one or more minors~~
being domiciled with:

a. their parent or parents or the minor's legal guardian; or

b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

3. ~~"Gender identity or expression" includes the manner in which an individual expresses their gender and an individual's sense of being male, female, or otherwise on a continuum of gender.~~

4. ~~"Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.~~

5. ~~"National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.~~

6. ~~"Sex" includes, but is not limited to, gender~~ assigned at birth, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.

7. ~~"Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.~~

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E. Racial Harassment/Violence; Definition

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1. Race-based harassment is intimidation or abusive behavior towards a student or employee based on perceived or actual race, color, creed or national origin that creates a hostile environment by interfering with or denying a student or employee's participation in or receipt of benefits, services, or opportunities in the schools' programs or employment.
2. Racial violence is a physical act or aggression or force, or threat thereof which is directed toward a student or employee based upon their perceived or actual race, color, creed, or national origin

F. Religious Harassment/Violence; Definition

1. Religion-based harassment is intimidation or abusive behavior toward a student or employee based on perceived or actual religious belief that creates a hostile environment by interfering with or denying a student's participation in or receipt of benefits, services, or opportunities in the schools' programs.
2. Religious violence is the threat of or an actual physical act of aggression or force which is directed toward a student or employee based upon their perceived or actual religion.

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- G. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

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H. Sexual Harassment; Definition

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with

an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:

- a. unwelcome verbal harassment or abuse;
- b. unwelcome pressure for sexual activity;
- c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of pupil(s) by teachers, administrators, or other school personnel to avoid physical harm to persons or property;
- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of gender.

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F. Sexual Violence; Definition

- 1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
- 2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;

- c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
- d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

GJ. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, disability, or any class protected under the law.

~~**H.** Racial, color, creed, or national origin harassment/violence~~

- ~~1. Intimidation or abusive behavior towards a student, employee based on perceived or actual race, color, creed or national origin, that creates a hostile environment by interfering with or denying a student's participation in or receipt of benefits, services, or opportunities in the schools' programs.~~
- ~~2. Racial violence is a physical act or aggression or force, or that thereof which is directed toward a student or employee based upon their perceived or actual race, color, creed, or national origin~~

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~~**I.** Religious harassment/violence~~

- ~~1. Intimidation or abusive behavior toward a student or employee based on perceived or actual religious belief that creates a hostile environment by interfering with or denying a student's participation in or receipt of benefits, services, or opportunities in the schools' programs.~~
- ~~2. Religious violence is the threat of or an actual physical act of aggression or force which is directed toward a student or employee based upon their perceived or actual religion.~~

IV. REPORTING PROCEDURES

- A. Any person who believes ~~he or she has~~they have been the victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, disability, or any other protected class, by a pupil/student, teacher, administrator, or other school district personnel ~~of the school district~~, or any person (e.g., witness,

parent, colleague) with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student~~pupil~~, teacher, administrator, or other school district personnel or group of ~~pupils~~students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy.

- B. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer, to the district's Title IX coordinator, or to the superintendent. The district has a Title IX policy and grievance procedure, and nothing in this policy shall prevent any person from reporting sexual harassment or violence in the manner specified by Policy 115: Title IX.
- D. In Each School Building. The building principal, the principal's designee, or the building/program supervisor (hereinafter Building Report Taker) is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building/program level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the Building Report Taker immediately. If the complaint involves the Building Report Taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. School district personnel who fail to inform the Building Report Taker of a report of harassment or violence in a timely manner may be subject to disciplinary action.
- E. Upon receipt of a report, the Building Report Taker must notify the school district human rights officer immediately, without screening or investigating the report. If the complaint only involves students, the Building Report Taker is designated to review the complaint, initiate the investigation and notify the school district human rights officer if the complaint includes allegations of sexual harassment or other potentially criminal allegations. The Building Report Taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the Building Report Taker to the human rights officer. If the report was given verbally, the Building Report Taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the Building Report Taker.

F. In the District. The school board hereby designates Craig Holje, ~~Director of Human Resources and Administrative Services~~ Chief Human Resources and Administrative Officer as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves ~~the~~ human rights officer, the complaint shall be filed directly with the superintendent.

~~G.~~ The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.

~~H.G.~~ Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, or work assignments. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited. Knowingly false accusations or reports of violence or harassment against another person are prohibited.

~~H.H.~~ Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

V. INVESTIGATION

A. By authority of the school district, the human rights officer or Building Report Taker as appropriate, upon receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall immediately undertake or authorize any investigation that may be required to understand the facts of the situation. The investigation may be conducted by school district officials or by a third party designated by the school district.

B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent and necessary by the investigator.

C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the

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parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, ~~pupils~~students, teachers, administrators, or other school personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.

E. The investigation will be completed as soon as practicable. The school district human rights officer or Building Report Taker shall make a written report to the superintendent upon completion of a formal investigation involving an employee or any complaint that involves criminal allegations. The report for any complaint involving students will be documented appropriately in the student information system. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy. If no formal investigation was authorized by the Human Rights Officer, ~~they~~he will ensure appropriate follow up with the employee(s) or student(s) or other parties involved.

VI. SCHOOL DISTRICT ACTION

A. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.

B. If requested, the result of the school district's investigation of each complaint filed under these procedures will be reported orally or in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VII. REPRISAL

The school district will discipline or take appropriate action against any ~~pupil~~student, teacher, administrator, or other school personnel who retaliates against any person who makes a good faith report of alleged harassment or violence prohibited by this policy or any person who testifies, assists, or participates in an investigation, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § ~~260E626.556~~ may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted in each school building in areas accessible to ~~pupils~~ students and staff members. It will be available on the District website.
- B. This policy shall be given to or access provided to the website containing the policy for each school district employee and independent contractor at the time of entering into the person's employment contract.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, ~~and~~ resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)

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Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)

Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)

Minn. Stat. Ch. 363A (Minnesota Human Rights Act)

Minn. Stat. § 609.341 (Definitions)

Minn. Stat. § ~~260E626.556~~ ~~et seq.~~ (Reporting of Maltreatment of Minors)

20 U.S.C. § 1092 et seq. (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)

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

20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)

34 C.F.R. Part 106 (Implementing Regulations of Title IX)

29 U.S.C. § 621 et seq. (Age Discrimination in Employment Act)

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

42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)

42 U.S.C. § 2000d et seq. (Title VI of the Civil Rights Act of 1964)

42 U.S.C. § 2000e et seq. (Title VII of the Civil Rights Act)

42 U.S.C. § 12101 et seq. (Americans with Disabilities Act)

Cross References: Policy 102 (Equal Educational Opportunity)

Policy ~~403-113~~ (Bullying Prohibition Policy)

Policy 108 (Hazing Prohibition)

Policy 115 (Title IX)

Policy 111 (Weapons on School Premises)

Policy 402 (Equal Employment Opportunity)

Policy 403 (Disability Nondiscrimination)

Policy 409 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

Policy 410 (Mandated Reporting of Maltreatment of Vulnerable Adults)

Policy 412 (Public and Private Personnel Data)

Policy 505 (Student Disability Nondiscrimination)

Policy 506 (Student Sex Nondiscrimination)

Policy 541 (Student Behavior)

Policy 581 (Protection and Privacy of Pupil Records)

Policy 582 (Staff Notification of Violent Behavior by Students)

Policy 586 (Gender Inclusion)

Policy 742 (Student Transportation Services)

Policy 783 (Video Surveillance)

- 1 ADOPTED BY THE BOARD OF EDUCATION: January 18, 1994
- 2
- 3 REVIEWED BY THE BOARD OF EDUCATION: April 18, 2005
- 4
- 5 REVISED BY THE BOARD OF EDUCATION: December 7, 1999, January
- 6 22, 2002; March 17, 2003,
- 7 June 17, 2008, August 18,
- 8 2014
- 9

RICHFIELD PUBLIC SCHOOLS

ADMINISTRATIVE GUIDELINES

**RACIAL, RELIGIOUS, AND SEXUAL HARASSMENT AND
VIOLENCE PROHIBITION POLICY**

The attached forms are to be used in the implementation of ~~the~~ Board Policy 103:
~~on~~ Racial, Religious, and Sexual Harassment and Violence. The first ~~form page~~
is for notification of the district's policy. ~~—~~ The second ~~form page~~ is a form to be
~~used in that may be used to~~ reporting an incident. The third page is an intake form
that may be used by the appropriate administrator.

Dated: January 18, 1994
Revised: December 7, 1999, March 17, 2003, August 18, 2014
Reviewed: January 22, 2002, April 18, 2005, June 17, 2008

ATTENTION

**DISTRICT 280 ~~POLICY POLICIES AGAINST RACIAL, RELIGIOUS~~
~~AND SEXUAL HARASSMENT HARASSMENT, AND VIOLENCE AND~~
BULLYING**

1. Everyone at District 280 has a right to feel respected and safe. Consequently, we want you to know about our ~~policy policies to prevent prohibit racial, religious, or sexual harassment and violence of any kind~~ harassment, violence and bullying based upon any kind of legally protected classification.
2. A harasser may be a student or an adult. Harassment may include the following when ~~related to based on an individual's race, color, creed, religion, national origin, sex, age, gender, familial status, marital status, status with regard to public assistance, disability, or sexual orientation, gender identity or expression, or any other class protected under the law,~~
 - a. name calling, jokes or rumors;
 - b. pulling on clothing
 - c. graffiti;
 - d. notes or cartoons;
 - e. unwelcome touching of a person or clothing
 - f. offensive or graphic posters or book covers; or
 - g. any words or actions that make you feel uncomfortable, embarrass you, hurt your feelings or make you feel bad.
3. If any words or actions make you feel uncomfortable or fearful, you need to tell a teacher, counselor, the principal or the Human Rights Officer and Title IX Coordinator, Craig Holje.
4. You may also make a written report. It should be given to a teacher, counselor, the principal or the Human Rights Officer Title IX Coordinator.
5. Your right to privacy will be respected as much as possible.
6. We take seriously all reports of ~~racial, religious or sexual harassment, or violence or bullying~~ and will take all appropriate actions based on your report.
7. The School District will also take action if anyone tries to intimidate you or take action to harm you because you have reported.
8. This is a summary of the School District ~~policy policies~~ against ~~racial, religious or sexual harassment and harassment, violence, and bullying~~. Complete policies are available in the ~~Personnel district~~ office upon request or on the district website: www.richfieldk12.mn.us.

**RACIAL, RELIGIOUS AND SEXUAL HARASSMENT,
AND VIOLENCE, AND BULLYING AGAINST A PROTECTED CLASS ARE AGAINST
THE LAW.**

DISCRIMINATION IS AGAINST THE LAW.

CONTACT: CRAIG HOLJE
HUMAN RIGHTS OFFICER/TITLE IX COORDINATOR
7001 HARRIET AVENUE SOUTH
RICHFIELD, MN 55423

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PHONE: 612-798-6031

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~~INDEPENDENT SCHOOL DISTRICT NO. 280~~ **RICHFIELD PUBLIC SCHOOLS – ISD**
#280
RACIAL, RELIGIOUS OR SEXUAL HARASSMENT AND VIOLENCE AND
BULLYING
REPORT FORM

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~~General Statement of Policy~~ **Policies Prohibiting Racial, Religious or Sexual**
Harassment, Violence, and Bullying

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~~It is the policy of the Richfield Board of Education and Richfield Public Schools to take all appropriate measures to encourage, foster and maintain an educational and working environment where all individuals are treated with respect at all times and are not subjected or exposed to harassment or violence because of their race, religion, gender, or sexual orientation. Richfield Public Schools prohibits harassment, violence, discrimination and bullying in all forms, including but not limited to that which occurs on the basis of a person's actual or perceived race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, disability, or any class protected under the law. If you or someone you know has experienced harassment, violence, discrimination, or bullying at school or at any school-related event for any reason, please complete this reporting form to have the incident(s) investigated by the District. Any student, parent/guardian, or district employee may complete this form and return it to any administrator.~~

~~Retaliation against any individual who makes a report or who participates or assists in an investigation of harassment, violence, discrimination, or bullying is strictly prohibited.~~

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~~Complaint~~ _____
~~Home Address~~ _____
~~Work Address~~ _____
~~Home Phone~~ _____ ~~Work Phone~~ _____

~~Date of Alleged Incident(s)~~ _____

~~Circle as appropriate:~~ **sexual / racial / religious**

~~Name of person you believe harassed or was violent toward you or another person.~~ _____

~~If the alleged harassment or violence was toward another person, identify that person.~~ _____

~~Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e. threats, requests, demands, etc.); what, if any, physical contact was involved etc. (Attach additional pages if necessary.)~~ _____

~~Where and when did the incident(s) occur?~~ _____

List any witnesses who were present. _____

~~This complaint is filed based on my honest belief that _____ has
harassed or has been violent to me or to another person. I hereby certify that the
information I have provided in this complaint is true, correct and complete to the best of
my knowledge and belief.~~

1. Preliminary Information

Date of Report: _____

Name of Person Making Report: _____

Daytime Phone _____ Email _____

2. Description of Incident:

Date of Alleged Incident(s) _____

Please provide the name(s) of all persons (including yourself, if applicable) who were the
target of the harassment, discrimination, violence or bullying: _____

Please provide the name(s) and/or descriptions of all individuals (students, school
employees, school visitors, or others) who engaged or participated in the alleged
discrimination, harassment, or bullying (if known): _____

Where and when did the incident(s) occur (please be specific)? _____

List any witnesses who were present. _____

Detailed Description of Incident (Attach additional pages if necessary.) _____

By signing below, I am stating that all of the information I have provided is true, accurate,
and complete to the best of my knowledge; _____

Complaint Signature _____

Date _____

Received by _____

Date _____

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RICHFIELD PUBLIC SCHOOL - I.S.D. #280
HARASSMENT, VIOLENCE AND BULLYING
INVESTIGATION INTAKE AND REPORT FORM
(To be completed by appropriate administrator)

1. Investigation Summary

Date of Intake Review

Name & Title of Person Conducting Review:

2. Initial Category of Claim

<u>Harassment (Non-sexual)</u>	<u>School Related</u>
<u>Violence</u>	<u>Outside of School Only</u>
<u>Discrimination (Not on the basis of sex)</u>	<u>Electronic Communication</u>
<u>Bullying</u>	
<u>Sexual Harassment or Sex Discrimination</u>	

3. Action(s) Recommended (check all that apply)

<u>Formal Investigation</u>	<u>Refer to Outside Agency</u>
<u>Refer to Student Services</u>	<u>Agency Name:</u>
<u>Monitor</u>	
<u>Report to District Human Rights Officer/Title IX Coordinator</u>	
<u>Contact Parent/Guardian</u>	
<u>Other:</u>	

Reason for determination of action recommended:

4. Formal Investigation Summary:

Please provide the name(s) of all persons interviewed as part of the investigation

Detailed Description of Incident (Attach additional pages if necessary.)

Final Action Taken (Attach additional pages if necessary.)

Received by

Date

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Adopted: _____

MSBA/MASA Model Policy 413

Orig. 1995

Revised: _____

Rev. 2017

413 HARASSMENT AND VIOLENCE

[Note: State law (Minn. Stat. § 121A.03) requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minn. Stat. Ch. 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that school districts incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minn. Stat. § 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minn. Stat. § 121A.03. MDE's policy differs from that of MSBA and imposes greater requirements upon school districts than required by law. For that reason, MSBA recommends the adoption of its model policy by school districts. Each school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.

[Note: The Minnesota Human Rights Act defines "sexual orientation" to include "having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness." Minn. Stat. § 363A.03, Subd. 44.]

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's

race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)

- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who is found to have violated this policy.

III. DEFINITIONS

- A. "Assault" is:
 - 1. an act done with intent to cause fear in another of immediate bodily harm or death;
 - 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 - 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability when the conduct:
 - 1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 - 2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

3. otherwise adversely affects an individual's employment or academic opportunities.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
 - a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
 2. "Familial status" means the condition of one or more minors being domiciled with:
 - a. their parent or parents or the minor's legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
 3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
 5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 6. "Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.

7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment; Definition
1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual’s employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
 2. Sexual harassment may include, but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual’s employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual’s employment or educational status; or

- f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.

IV. **REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or

other remedial responses.

- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates _____ as the school

district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.¹

- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

¹ In some school districts the superintendent may be the human rights officer. If so, an alternative individual should be designated by the school board.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be

sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.

- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.

- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal)

of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect
or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment
of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil
Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety
Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital
Status Nondiscrimination)

INDEPENDENT SCHOOL DISTRICT NO. _____
HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Harassment and Violence

Independent School District No. ____ maintains a firm policy prohibiting all forms of discrimination. Harassment or violence against students or employees or groups of students or employees on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity and expression, or disability is strictly prohibited. All persons are to be treated with respect and dignity. Harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity and expression, or disability by any pupil, teacher, administrator, or other school personnel, which create an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Complainant _____
Home Address _____
Work Address _____
Home Phone _____ Work Phone _____

Date of Alleged Incident(s) _____

Basis of Alleged Harassment/Violence - circle as appropriate: race \ color \ creed \ religion \ national origin \ sex \ age \ marital status \ familial status \ status with regard to public assistance \ sexual orientation, including gender identity and expression \ disability

Name of person you believe harassed or was violent toward you or another person or group.

If the alleged harassment or violence was toward another person or group, identify that person or group. _____

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e., threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (Attach additional pages if necessary.) _____

Where and when did the incident(s) occur? _____

List any witnesses that were present _____

This complaint is filed based on my honest belief that _____ has harassed or has been violent to me or to another person or group. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

(Complainant Signature)

(Date)

Received by _____

(Date)

OLD BUSINESS – FOR ACTION

Agenda Item V.D.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 4, 2021

Subject: Legislative Platform

(Recommended by the Superintendent)

Approval of the following legislative platform. Based on the RPS mission and current realities, these particular issues and policies are proposed as the most important to achieve our legislative priorities:

Suggested priorities:

EASE THE NEGATIVE IMPACTS OF COVID-19, BOTH FINANCIALLY FOR DISTRICTS AND EMOTIONALLY FOR STUDENTS

- Support bills that would direct the commissioner to allow school districts to choose to use the enrollment data from the 2019-2020 school year for all funding formulas for the 2020-2021 and 2021-2022 school years. This would hold school districts harmless for the enrollment fluctuations caused by the pandemic.
- Support streamlining qualification for free and reduced lunch (through data sharing with previously collected financial data) so that districts do not have to collect free and reduced lunch forms. Due to COVID-19, these have been particularly difficult to gather as all students and families are receiving free meals throughout the pandemic. Separately from nutrition services, school district revenue is affected by the percentage of students who are eligible. Because of this, districts currently spend significant staff time and energy on collecting the forms from families even when there is no individual benefit to the families for completing them.
- Maintain commitment and support including full funding for early childhood and PreKindergarten programs, including voluntary PreK and pathway programs. These programs have faced enrollment challenges due to the pandemic, but are nevertheless critical to educational equity and setting students up for success.
- Increase the Safe Schools Levy to provide additional ongoing social/emotional supports to students. The pandemic has compounded mental health stresses for students that need to be addressed long-term.

INCREASE AND DIVERSIFY THE EDUCATOR WORKFORCE

- Expand programs and incentives to attract, develop and retain teachers, particularly teachers of color and teachers in shortage areas.

ALLOW FLEXIBILITY IN STANDARDIZED TESTING

- Allow school districts to permanently replace the high school MCA exams with nationally recognized college entrance exams.
- Allow school districts flexibility in deciding whether or not to administer the MCA exams as appropriate across grade levels until all students are back in classrooms full-time.

Attached:

AMSD 2021 Legislative Platform

AMSD 2021 Legislative Session Preview



Association of Metropolitan School Districts

LEGISLATIVE PLATFORM

2021

Minnesota's future prosperity and ability to compete successfully in the global economy is directly tied to our ability to graduate each and every student from high school ready for college or career.

We are currently falling far short of that imperative. Minnesota has significant racial and socioeconomic disparities in educational outcomes. State policymakers must address the historical inequities that have led to unacceptable opportunity and achievement gaps. All students, and all Minnesotans, will benefit when we ensure that each and every student has access to an equitable and excellent education.



The AMSD Board of Directors have identified five key recommendations on the following pages to stabilize school budgets and ensure equitable academic outcomes – high levels of achievement – for each and every student.



ABOUT AMSD

The Association of Metropolitan School Districts represents 42 K-12 school districts, five intermediate/cooperative districts and two integration districts. AMSD member school districts enroll more than one-half of all public school students in Minnesota. The mission of AMSD is to advocate for metropolitan school districts and advance legislation that supports student achievement. AMSD stands ready to assist state policymakers by providing current research and data to help them make informed decisions.

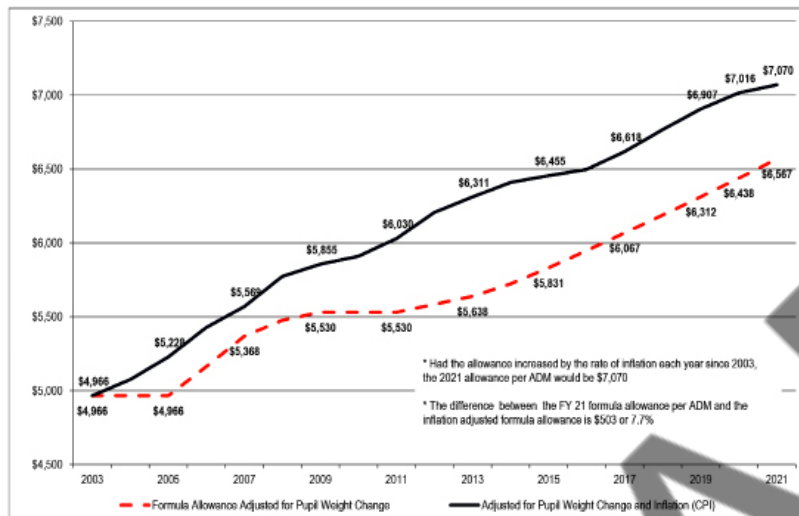


Association of Metropolitan School Districts

STABILIZE EDUCATION FUNDING



General Education Formula Allowance, 2003-2021
Adjusted for Pupil Weight Change and Inflation (CPI)



Source: Minnesota Department of Education, June, 2020

A School Finance Working Group, convened last year by the Minnesota Department of Education, drafted a comprehensive set of recommendations that would stabilize the education funding system and ensure taxpayer equity. The recommendations would reduce reliance on state aid and on the operating referendum by establishing an equalized local levy and recognizing cost differentials related to geographic location and district size. The Governor and Legislature should phase in the recommendations to stabilize funding for schools.

To provide stability in the short-term, the Governor and Legislature should:

- Increase the basic formula allowance by 2 percent per year and index the formula to inflation;
- Mitigate the impact of the COVID-19 pandemic by allowing school districts to use the greater of the 2019 or 2020 pupil counts for general education and compensatory funding;
- Allow locally-elected school boards to renew an existing operating referendum.

ENSURE SAFE SCHOOLS

To protect public assets and ensure safe and secure learning environments for students and staff, state policymakers should:

- Increase the Safe Schools Levy to allow school districts and intermediate school districts to hire additional support staff to address the growing mental health needs of our students which have been compounded by the COVID-19 pandemic;
- Remove the per pupil limit on the Long-Term Facilities Revenue program so every school district can maintain safe learning environments;
- Expand the allowable uses of Long-Term Facilities Maintenance Revenue to allow school districts and intermediate school districts to enhance safety through security modifications to buildings, including remodeling and additions to existing space.



Association of Metropolitan School Districts

CLOSE OPPORTUNITY GAPS

The AMSD Board of Directors urges the Governor and Legislature to close opportunity gaps and accelerate growth for students of color and other historically underserved students. To ensure each learner can realize their full potential, the Governor and Legislature should:

- Increase special education and English learner funding to eliminate the funding shortfalls in these programs which causes school districts to redirect general education funding;
- Create incentives and alternatives to attract, develop and retain teachers, particularly teachers of color and teachers in shortage areas;
- Maintain multiple pathways to licensure in the tiered licensing system;
- Increase access to school-based pre-kindergarten programs;
- Ensure all students have access to reliable internet service and devices to engage in distance learning.



ENHANCE TAXPAYER EQUITY

Property tax levies play a critical role in funding education programs and facilities. However, these levies have widely varying impacts on local property taxpayers depending on the property wealth of the school district. To eliminate these disparities, the Governor and Legislature should:

- Include increased equalization of the operating referendum, local optional and debt service levies in the Omnibus Tax Bill;
- Oppose taxpayer subsidies of private education through vouchers, tax credits or scholarships.



Association of Metropolitan School Districts

MEMBER DISTRICTS

Anoka-Hennepin School District • Bloomington Public Schools • Brooklyn Center Community Schools • Burnsville-Eagan-Savage School District 191 • Columbia Heights Public Schools • Eastern Carver County Schools • Eden Prairie Schools • Edina Public Schools • Elk River School District ISD #728 • Equity Alliance MN • Farmington Area Public Schools • Fridley Public Schools • Hastings Public Schools • Hopkins Public Schools • Intermediate School District #287 • Intermediate School District #917 • Inver Grove Heights Schools • Lakeville Area Public Schools • Mahtomedi Public Schools • Metro ECSU • Minneapolis Public Schools • Minnetonka Public Schools • Mounds View Public Schools • North St. Paul-Maplewood-Oakdale School District • Northeast Metro Intermediate School District #916 • Northwest Suburban Integration District • Orono Schools • Osseo Area Schools • Prior Lake-Savage Area Schools • Richfield Public Schools • Robbinsdale Area Schools • Rochester Public Schools • Rockford Area Schools • Rosemount-Apple Valley-Eagan Public Schools • Roseville Area Schools • Shakopee Public Schools • South St. Paul Public Schools • South Washington County Schools • SouthWest Metro Intermediate District • Spring Lake Park Schools • St. Anthony-New Brighton Independent School District • St. Cloud Area School District 742 • St. Louis Park Public Schools • Saint Paul Public Schools • Stillwater Area Public Schools • Wayzata Public Schools • West St. Paul-Mendota Heights-Eagan School District • Westonka Public Schools • White Bear Lake Area Schools

REDUCE MANDATES AND ENCOURAGE INNOVATION

One size fits all mandates stifle innovation, creativity and local control. The Governor and Legislature should oppose any new unfunded mandates and encourage innovation:

- Expand the innovation zone law to allow school districts to:
 - Implement a competency-based education model in lieu of seat time requirements;
 - Collaborate with post-secondary institutions, nonprofit organizations and businesses to enhance course offerings and opportunities for students;
 - Replace the high school MCA exams with a nationally-recognized college entrance exam;
 - Offer online or blended learning instruction to students;
 - Establish the calendar that best meets the needs of their students and community.
- To provide budgetary relief, the Governor and Legislature should:
 - Repeal the requirement that school districts publish minutes and budget information in the newspaper and instead allow this information to be posted on the district website;
 - Delay the science, English language arts, and social studies standards revisions by one year.



STAY CONNECTED WITH AMSD

Website: www.amsd.org

Twitter: @amsdmn

Facebook: www.facebook.com/AMSDMN

Association of Metropolitan School Districts

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Association of Metropolitan School Districts

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AMSD 2021 Legislative Session Preview

January 8, 2021

8:00 AM – 9:30 AM

Conducted via Zoom

AGENDA

8:00 AM	Welcome AMSD Chair Curtis Johnson
8:00 AM – 8:15 AM	Introduction of Legislators AMSD Executive Director Scott Croonquist
8:15 AM – 8:45 AM	AMSD Presentation <ul style="list-style-type: none">• Superintendent Christine Tucci Osorio, North St. Paul-Maplewood-Oakdale Public Schools• Superintendent Kim Hiel, Fridley Public Schools• Superintendent Mike Redmond, Shakopee Public Schools
8:45 AM – 9:00 AM	Governor Tim Walz (Invited) Commissioner Mary Cathryn Ricker (Invited)
9:00 AM – 9:30 AM	Legislative Leadership Panel <ul style="list-style-type: none">• Rep. Melissa Hortman, Speaker of the House• Rep. Ron Kresha, House Republican Caucus• Sen. Paul Gazelka, Senate Majority Leader• Sen. Susan Kent, Senate Minority Leader
9:30	Closing Remarks AMSD Chair Curtis Johnson

NEW BUSINESS – FOR REVIEW

Agenda Item VI.A.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 4, 2021

Subject: Title IX Policy

(Recommended by the Superintendent)

A first read of the new policy.

Attachments:

Policy 115: Title IX

Harassment, Violence, and Bullying Report Form

MSBA Model Policy 522: Title IX Sex Nondiscrimination Policy, Grievance Procedure
and Process

MSBA Model Harassment and Violence Report Form

RICHFIELD PUBLIC SCHOOLS

TITLE IX POLICY

I. GENERAL STATEMENT OF POLICY

A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.

D. Nothing in this policy shall prevent an individual from reporting harassment that does not fall under the category of sexual harassment as defined by Title IX. Other forms of harassment are prohibited by Policy 103 – Harassment Prohibition, which provides a separate reporting and investigation process from that which is defined in this policy.

E. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator is:

**CRAIG HOLJE, CHIEF HUMAN RESOURCES &
ADMINISTRATIVE OFFICER, 612-798-6031, 7001 HARRIET AVE
S, RICHFIELD MN.**

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

- F. This policy applies to alleged violations of this policy occurring on or after August 14, 2020.

II. DEFINITIONS

- A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.

- B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.

- C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

- A. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

- B. "Education program or activity" means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.

- C. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.

1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.

2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.

D. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.

E. "Relevant questions" and "relevant evidence" are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

F. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.

G. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.

H. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:

1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);

2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or

3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).

I. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.

J. "Title IX Personnel" means any person who addresses, works on, or assists with the school district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:

1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.

2. "Investigator" means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.

3. "Decision-maker" means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.

4. "Appellate Decision-maker" means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the

Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.

5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, or FERPA's regulations, and State law under Minn. Stat. § 13.32 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be

provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.

2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.

2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.

3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of

the day the appeal was received by the School District.

4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

- 1 A. Any student who believes they have been the victim of unlawful
2 sex discrimination or sexual harassment, or any person (including
3 the parent of a student) with actual knowledge of conduct which
4 may constitute unlawful sex discrimination or sexual harassment
5 toward a student should report the alleged acts as soon as possible
6 to the Title IX Coordinator.
7
- 8 B. Any employee of the school district who has experienced, has
9 actual knowledge of, or has witnessed unlawful sex discrimination,
10 including sexual harassment, or who otherwise becomes aware of
11 unlawful sex discrimination, including sexual harassment, must
12 promptly report the allegations to the Title IX Coordinator without
13 screening or investigating the report or allegations.
14
- 15 C. A report of unlawful sex discrimination or sexual harassment may
16 be made at any time, including during non-business hours, and
17 may be made in person, by mail, by telephone, or by e-mail using
18 the Title IX Coordinator's contact information. A report may also be
19 made by any other means that results in the Title IX Coordinator
20 receiving the person's verbal or written report.
21
- 22 D. Sexual harassment may constitute both a violation of this policy and
23 criminal law. To the extent the alleged conduct may constitute a
24 crime, the School District may report the alleged conduct to law
25 enforcement authorities. The school district encourages
26 complainants to report criminal behavior to the police immediately.
27

28 **V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX**
29 **COORDINATOR**

- 30
- 31 A. When the Title IX Coordinator receives a report, the Title IX
32 Coordinator shall promptly contact the complainant confidentially to
33 discuss the availability of supportive measures, consider the
34 complainant's wishes with respect to supportive measures, inform
35 the complainant of the availability of supportive measures with or
36 without the filing of a formal complaint, and explain to the
37 complainant the process for filing a formal complaint .
38
- 39 B. The school district will offer supportive measures to the
40 complainant whether or not the complainant decides to make a
41 formal complaint. The school district must maintain as confidential
42 any supportive measures provided to the complainant or
43 respondent, to the extent that maintaining such confidentiality
44 would not impair the school district's ability to provide the
45 supportive measures. The Title IX Coordinator is responsible for
46 coordinating the effective implementation of supportive measures.
47
- 48 C. If the complainant does not wish to file a formal complaint,
49 the allegations will not be investigated by the school district unless
50 the Title IX Coordinator determines that signing a formal complaint

to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.

D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:

1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
 - a. The school district undertakes an individualized safety and risk analysis;
 - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and

- 1 c. The school district determines the student-respondent
2 poses such a threat, it will so notify the student-
3 respondent and the student-respondent will have an
4 opportunity to challenge the decision immediately
5 following the removal. In determining whether to
6 impose emergency removal measures, the Title IX
7 Coordinator shall consult related school district
8 policies, including Policy 541 – Student Behavior.
9 The school district must take into consideration
10 applicable requirements of the Individuals with
11 Disabilities Education Act and Section 504 of the
12 Rehabilitation Act of 1973, prior to removing a special
13 education student or Section 504 student on an
14 emergency basis.

15
16 B. Employee Administrative Leave

17
18 The school district may place a non-student employee on
19 administrative leave during the pendency of the grievance process
20 of a formal complaint. Such leave will typically be paid leave unless
21 circumstances justify unpaid leave in compliance with legal
22 requirements. The school district must take into consideration
23 applicable requirements of Section 504 of the Rehabilitation Act of
24 1973 and the Americans with Disabilities Act prior to removing an
25 individual with a qualifying disability.
26

27 **VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT**

- 28
29 A. At any time prior to reaching a determination of responsibility,
30 informal resolution may be offered and facilitated by the school
31 district at the school district's discretion, but only after a formal
32 complaint has been received by the school district.
33
34 B. The school district may not require as a condition of enrollment or
35 continued enrollment, or of employment or continued employment,
36 or enjoyment of any other right, waiver of the right to a formal
37 investigation and adjudication of formal complaints of sexual
38 harassment.
39
40 C. The informal resolution process may not be used to resolve
41 allegations that a school district employee sexually harassed a
42 student.
43
44 D. The school district will not facilitate an informal resolution process
45 without both parties' agreement, and will obtain their voluntary,
46 written consent. The school district will provide to the parties a
47 written notice disclosing the allegations, the requirements of the
48 informal resolution process including the circumstances under
49 which it precludes the parties from resuming a formal complaint
50 arising from the same allegations, the parties' right to withdraw from
51 the informal resolution process, and any consequences resulting

from participating in the informal resolution process, including the records that will be maintained or could be shared.

- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:

1. Would not meet the definition of sexual harassment, even if proven;
2. Did not occur in the school district's education program or activity; or
3. Did not occur against a person in the United States.

- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:

1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
2. The respondent is no longer enrolled or employed by the school district; or
3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.

- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.

- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

IX. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.

- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the

additional allegations to the known parties.

- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.

- 1 D. When the exchange of questions and answers has
2 concluded, the Decision-maker must issue a written determination
3 regarding responsibility that applies the preponderance of the
4 evidence standard to the facts and circumstances of the formal
5 complaint. The written determination of responsibility must include
6 the following:
7
- 8 1. Identification of the allegations potentially constituting sexual
9 harassment;
 - 10 2. A description of the procedural steps taken from the receipt
11 of the formal complaint through the determination, including
12 any notifications to the parties, interviews with parties and
13 witnesses, site visits, and methods used to gather other
14 evidence;
 - 15 3. Findings of fact supporting the determination;
 - 16 4. Conclusions regarding the application of the school district's
17 code of conduct to the facts;
 - 18 5. A statement of, and rationale for, the result as to each
19 allegation, including a determination regarding responsibility,
20 any disciplinary sanctions the school district imposes on the
21 respondent, and whether remedies designed to restore or
22 preserve equal access to the recipient's education program
23 or activity will be provided by the school district to the
24 complainant; and
 - 25 6. The school district's procedures and permissible bases for
26 the complainant and respondent to appeal and the date by
27 which an appeal must be made.
- 28
- 29 E. In determining appropriate disciplinary sanctions, the Decision-
30 maker should consider the surrounding circumstances, the nature
31 of the behavior, past incidents or past or continuing patterns of
32 behavior, the relationships between the parties involved, and the
33 context in which the alleged incident occurred.
- 34 F. The written determination of responsibility must be provided to the
35 parties simultaneously.
- 36 G. The Title IX Coordinator is responsible for the effective
37 implementation of any remedies.
- 38 H. The determination regarding responsibility becomes final either on
39 the date that the school district provides the parties with the written
40 determination of the result of the appeal, if an appeal is filed, or if
41 an appeal is not filed, the date on which an appeal would no longer
42 be considered timely.
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XI. APPEALS

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its

implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.

C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:

1. The Title IX definition of sexual harassment;
2. The scope of the school district's education program or activity;
3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.

B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.

C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a

website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
 - 1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
 - 2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
 - 3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
 - 4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
 - 1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;

2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
 3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
 4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:
1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
 2. Any appeal and the result therefrom;
 3. Any informal resolution and the result therefrom; and
 4. All materials used to train Title IX Personnel.

Legal References:

Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C. § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act"))

Cross References:

Policy 102 (Equal Educational Opportunity)
Policy 103 (Harassment Prohibition Policy)

- 1 Policy 113 (Bullying Prohibition Policy)
- 2 Policy 402 (Equal Employment Opportunity)
- 3 Policy 506 (Student Sex Nondiscrimination)
- 4 Policy 541 (Student Behavior)
- 5 Policy 586 (Gender Inclusion)
- 6
- 7
- 8
- 9 RATIFIED BY THE BOARD OF EDUCATION:

ATTENTION

**DISTRICT 280 ~~POLICY~~ POLICIES AGAINST
HARASSMENT, VIOLENCE AND BULLYING**

1. Everyone at District 280 has a right to feel respected and safe. Consequently, we want you to know about our ~~policy~~ policies to prevent harassment, violence and bullying based upon any kind of legally protected classification.
2. A harasser may be a student or an adult. Harassment may include the following when related to race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, disability, or any class protected under the law. ~~race, religion, sex, gender, marital status, disability, sexual orientation, or any other class protected under the law.~~
 - a. name calling, jokes or rumors;
 - b. pulling on clothing
 - c. graffiti;
 - d. notes or cartoons;
 - e. unwelcome touching of a person or clothing
 - f. offensive or graphic posters or book covers; or
 - g. any words or actions that make you feel uncomfortable, embarrass you, hurt your feelings or make you feel bad.
3. If any words or actions make you feel uncomfortable or fearful, you need to tell a teacher, counselor, the principal or the Human Rights Officer and Title IX Coordinator, Craig Holje.
4. You may also make a written report. It should be given to a teacher, counselor, the principal or the Human Rights Officer Title IX Coordinator.
5. Your right to privacy will be respected as much as possible.
6. We take seriously all reports of harassment or violence and will take all appropriate actions based on your report.
7. The School District will also take action if anyone tries to intimidate you or take action to harm you because you have reported.
8. This is a summary of the ~~School-school District-district policy-policies~~ against harassment, violence and bullying. Complete policies are available in the ~~Personnel-district~~ office upon request, or on the ~~District-district~~ website www.richfield.k12.mn.us.

**HARASSMENT, VIOLENCE- AND BULLYING AGAINST A PROTECTED CLASS
ARE AGAINST THE LAW.
DISCRIMINATION IS AGAINST THE LAW.**

CONTACT: **CRAIG HOLJE**
HUMAN RIGHTS OFFICER/TITLE IX COORDINATOR

7001 HARRIET AVENUE SOUTH
RICHFIELD, MN 55423

PHONE: **612-798-6031**

RICHFIELD PUBLIC SCHOOL – I.S.D. #280
HARASSMENT, VIOLENCE AND BULLYING REPORT FORM
General Statement of Policy Prohibiting Harassment, Violence, and Bullying

Richfield Public Schools prohibits harassment, violence, discrimination and bullying in all forms, including but not limited to that which occurs on the basis of a person's actual or perceived race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, disability, or any class protected under the law. ~~race, religion, national origin, sex/gender (including harassment based on gender identity and expression), marital status, disability, status with regard to public assistance, sexual orientation, age, family care leave status, veteran status, or any other status protected under the law.~~ If you or someone you know has experienced harassment, violence, discrimination, or bullying at school or at any school-related event for any reason, please complete this reporting form to have the incident(s) investigated by the District. Any student, parent/guardian, or district employee may complete this form and return it to any administrator.

Retaliation against any individual who makes a report or who participates or assists in an investigation of harassment, violence, discrimination, or bullying is strictly prohibited.

1. Preliminary Information

Date of Report: _____
Name of Person Making Report: _____
Daytime Phone _____ Email _____

2. Description of Incident:

Date of Alleged Incident(s) _____

Please provide the name(s) of all persons (including yourself, if applicable) who were the target of the harassment, discrimination, violence or bullying: _____

Please provide the name(s) and/or descriptions of all individuals (students, school employees, school visitors, or others) who engaged or participated in the alleged discrimination, harassment, or bullying (if known): _____

Where and when did the incident(s) occur (please be specific)? _____

List any witnesses who were present. _____

Detailed Description of Incident (Attach additional pages if necessary.) _____

By signing below, I am stating that all of the information I have provided is true, accurate, and complete to the best of my knowledge:

Complaint Signature

Date

Received by

Date

**RICHFIELD PUBLIC SCHOOL - I.S.D. #280
HARASSMENT, VIOLENCE AND BULLYING
INVESTIGATION INTAKE AND REPORT FORM
(To be completed by appropriate administrator)**

1. Investigation Summary

Date of Intake Review _____

Person Conducting Review: _____

2. Initial Category of Claim

_____ Harassment (Non-sexual) _____ School Related
_____ Violence _____ Outside of School Only
_____ Discrimination (Not on the basis of sex) _____ Electronic

Communication

_____ Bullying

_____ Other: _____ Sexual Harassment or Sex
Discrimination

3. Action(s) Recommended (check all that apply)

_____ Formal Investigation _____ Refer to Outside Agency
_____ Refer to Student Services _____ Agency Name: _____
_____ Monitor
_____ Report to District Human Rights Officer/Title IX Coordinator
_____ Contact Parent/Guardian
_____ Other: _____

Reason for determination of action recommended: _____

4. Formal Investigation Summary:

Please provide the name(s) of all persons interviewed as part of the investigation _____

Detailed Description of Incident (Attach additional pages if necessary.) _____

Final Action Taken (Attach additional pages if necessary.) _____

|

Received by

Date

Adopted: _____

MSBA/MASA Model Policy 522

Orig. 1995

Revised: _____

Rev. 2020

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

[Note: On May 6, 2020, the U.S. Department of Education, Office for Civil Rights (OCR), released the long-awaited final rule amending Title IX regulations at 34 C.F.R. Part 106. These regulations, which go into effect on August 14, 2020, are the first Title IX regulations applicable to sexual harassment and are applicable to complaints by both school district students and employees. The extensive regulations will require districts to revise their policies and procedures with respect to sexual harassment and ensure that administration and staff are trained on the new requirements.]

The final rule requires school districts to provide notice of its nondiscrimination policy and grievance procedures, including how to file or report sexual harassment and how the school district will respond to the following groups: applicants for admission and employment; students; parents or legal guardians; and unions or professional organizations holding agreements with the school district. 34 C.F.R. § 106.8(b). The provisions of this policy generally conform to the requirements of the new regulations].

I. GENERAL STATEMENT OF POLICY

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.

- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

[INSERT: NAME(S) TITLE(S) PHONE NUMBER(S) OFFICE ADDRESS(ES) EMAIL ADDRESS(ES)]

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

- E. The effective date of this policy is August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

II. DEFINITIONS

- A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- A. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- B. "Education program or activity" means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- C. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.

1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- D. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- E. "Relevant questions" and "relevant evidence" are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.
- F. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- G. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- H. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or

3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).
- I. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
 - J. “Title IX Personnel” means any person who addresses, works on, or assists with the school district’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
 1. “Title IX Coordinator” means an employee of the school district that coordinates the school district’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.
 2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.
 3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
 4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as

the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.

5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

[NOTE: It is recommended that school districts designate a primary Title IX Coordinator and at least one alternate Title IX Coordinator so that the alternate can undertake Title IX Coordinator responsibilities in the event the primary Title IX Coordinator is a party to a complaint, or is otherwise not qualified under this policy to serve in that role in a particular case.]

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid

credibility determinations based solely on a person's status as a complainant, respondent, or witness.

- C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

- D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, or FERPA's regulations, and State law under Minn. Stat. § 13.32 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

- E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

- F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice

will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

[NOTE: The Title IX regulations require reasonably prompt timeframes for conclusion of the grievance process, but do not specify any particular timeframes. The time periods below are suggested. School districts may establish their own district-specific timeline, although it is recommended that legal counsel be consulted before adjusting time periods.]

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a

formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.

3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.
4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.
- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's

wishes is not clearly unreasonable in light of the known circumstances.

- D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
 3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
 4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
 5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
 6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
 - a. The school district undertakes an individualized safety and risk analysis;
 - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
 - c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision

immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

[NOTE: The interrelationship between the Title IX regulations authorizing the emergency removal of student and the Minnesota Pupil Fair Dismissal Act (MPFDA) is unclear at this time. School districts should consult with legal counsel regarding the emergency removal of a student. At a minimum, it is recommended that school districts provide alternative educational services, as defined in the MPFDA, to any student so removed under the Title IX regulations.]

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under

which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
 - 1. Would not meet the definition of sexual harassment, even if proven;
 - 2. Did not occur in the school district's education program or activity; or
 - 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
 - 1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
 - 2. The respondent is no longer enrolled or employed by the school district; or
 - 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

[NOTE: For example, school districts are reminded of the obligation under Minn. Stat. § 122A.20, subd. 2, to make a mandatory report to PELSB concerning any teacher who resigns during the course of an investigation of misconduct.]

IX. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the School District, the school district will

assign or designate an Investigator to investigate the allegations set forth in the formal complaint.

- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

[NOTE: The Title IX regulations do not require school districts to conduct live hearings as part of the decision-making phase of the grievance process. Accordingly, this Policy does not include procedures for a live hearing. If a school district desires to create such procedures, legal counsel should be consulted.]

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.

- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
 - 1. Identification of the allegations potentially constituting sexual harassment;
 - 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - 3. Findings of fact supporting the determination;
 - 4. Conclusions regarding the application of the school district's code of conduct to the facts;
 - 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and
 - 6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the

school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
 - 1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
 - 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 - 3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex

discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
 - 1. The Title IX definition of sexual harassment;
 - 2. The scope of the school district's education program or activity;
 - 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
 - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
 - 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
 - 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training

materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
 - 1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
 - 2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
 - 3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
 - 4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

[NOTE: School districts should consider amending their respective retention schedules to reflect the recordkeeping requirements discussed below].

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
 - 1. The basis for the school district's conclusion that its response to the report

or formal complaint was not deliberately indifferent;

2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.

B. The school district must also maintain for a period of seven calendar years records of:

1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and
4. All materials used to train Title IX Personnel.

Legal References:

Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C. § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act"))

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital
Status Nondiscrimination)

INDEPENDENT SCHOOL DISTRICT NO. _____
HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Harassment and Violence

Independent School District No. ____ maintains a firm policy prohibiting all forms of discrimination. Harassment or violence against students or employees or groups of students or employees on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity and expression, or disability is strictly prohibited. All persons are to be treated with respect and dignity. Harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity and expression, or disability by any pupil, teacher, administrator, or other school personnel, which create an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Complainant _____
Home Address _____
Work Address _____
Home Phone _____ Work Phone _____

Date of Alleged Incident(s) _____

Basis of Alleged Harassment/Violence - circle as appropriate: race \ color \ creed \ religion \ national origin \ sex \ age \ marital status \ familial status \ status with regard to public assistance \ sexual orientation, including gender identity and expression \ disability

Name of person you believe harassed or was violent toward you or another person or group.

If the alleged harassment or violence was toward another person or group, identify that person or group. _____

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e., threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (Attach additional pages if necessary.) _____

Where and when did the incident(s) occur? _____

List any witnesses that were present _____

This complaint is filed based on my honest belief that _____ has harassed or has been violent to me or to another person or group. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

(Complainant Signature)

(Date)

Received by _____

(Date)

NEW BUSINESS- FOR REVIEW**Agenda Item VI.B.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 4, 2021

Subject: Board Member Represent A School Assignments
(Recommended by Superintendent)

Board members conduct a yearly review of Represent A School Assignments. Members will review the 2020 appointments to create the draft proposed list for the 2021 calendar year. The Board of Education will take action on Represent A School assignments at the January 19 meeting.

Represent A School Assignments	January 2020 Appointments
Centennial	Paula Cole
Sheridan Hills	Crystal Brakke
RSTEM	Allegra Smisek
RDLS	Paula Cole and Peter Toensing
Middle School	Tim Pollis
High School	Christine Maleck
Central Education / RCEP	Peter Toensing

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 4, 2021

Subject: Review 2020 Board Liaison Assignments
(Recommended by Superintendent)

Board members conduct a yearly review of liaison assignments. Members will review the 2020 appointments to create the draft proposed list for the 2021 calendar year. The Board of Education may take action on the Board Liaison Assignments at the January 19 or the February 1 meeting.

ORGANIZATION	PURPOSE	MEETING SCHEDULE & LOCATION	2020 Assignments
Association of Metropolitan School Districts (AMSD)	AMSD's primary task is to lobby at the state level for the needs of metropolitan school districts.	7:00am – 9:00am Website Quora Education Center (70 W. Cty Rd B2, Little Canada 55117) January 10, February 7	Toensing Brakke (Alternate) Unowsky Roby (Alternate)
Activities Advisory and Fundraising Advisory Committees	Provides Student, Families, and Richfield Community opportunities for learning & participating beyond the classroom.	District Board Room, 6:30 p.m. – 8:15 p.m. March 4, May 13 (Activities Advisory) Feb 19, April 15 (Fundraising Advisory)	Boie Unowsky Toensing (Fundraising) Brakke (Activities)
Board Representatives – Negotiations & District Insurance Committee	Advisory role	Central Education Center Conference Room 101 Jan 8, Feb 19, Mar 11, Apr 8	Pollis Toensing
Community Education Advisory Council	The mission of Community Ed is to bring together school and community services.	2 nd Monday of the month, 6:00 p.m. - 7:30 p.m. Central Education Center Jan 13, Feb 10, March 9, April 13, May 11	Cole
District Construction Committee		Morning meetings spring/summer	Maleck Holje
District Curriculum Committee	Parents, Administration, and School Staff – advise & support the implementation of the curriculum.	Wednesdays, 5 times per year, 5:00 p.m. – 6:30 p.m. District Board Room Jan 15, March 18, May 20	Maleck Smisek Roby
District Health, Safety & Wellness Committee		Quarterly, 7:15 a.m. – 8:15 a.m. District Board Room January 16, March 19, May 21	Toensing Smisek Clarkson

District Technology Committee		Meets 4 times per year District Board Room Oct 15, Dec 17, Feb 18, April 21	Maleck Klinge
(ECSU) Metropolitan Educational Cooperative Service Unit Executive Committee	Metro ECSU helps schools and other government agencies fulfill their missions by delivering high quality services while reducing costs through collaboration.		Unowsky
Fiscal Planning Advisory Committee		2 nd Monday of the month 6:30 p.m. – 8:00 p.m. District Board Room Jan 13, Feb 10, March 9, April 13, May 11	Toensing Brakke (Alternate) Holje Gilligan
Friends of Wood Lake (FOWL)	Advocacy and fundraising group in support of the nature center.	Usually 3 rd Thursday of the month, 5:30 p.m. Wood Lake Nature Center	Pollis
Headway Emotional Health Services	Experienced emotional and mental health care professionals		Maleck
Hennepin South Services Collaborative Richfield Community Council/Alliance for Families & Children	HSSC invests in and collaborates with community partners to ensure quality services to children, youth, and families in the Bloomington, Eden Prairie, and Richfield communities.		McNaughton-Commers
Intermediate District 287	Educational partner providing innovative specialized services to meet the unique learning needs students.		Brakke
Metro South Adult Basic Education	Educational partner providing basic adult education.		McNaughton-Commers
Minnesota State High School League	Provides opportunities for athletics and fine arts competition		Pollis
MSBA Delegate Assembly	MSBA supports, promotes and enhances the work of public school boards and public education.	Meets once yearly (December)	Cole
PELSB Board	Teacher Licensing	Monthly	Unowsky
Richfield Chamber of Commerce	Brings together the business and professional people of the city to create a better business climate.	Meets monthly	Holje

Richfield City Council (Planning Commission if appropriate)	Guides Richfield development	2 nd & 4 th Tuesday of the Month, 7:00 p.m. Richfield Municipal Center, Council Chambers	Maleck Cole
Richfield Community Services Advisory Commission	City issues related to recreation, parks, public works		Kretsinger
Richfield Foundation	Partners with non-profit and neighborhood organizations to support Richfield community, families, and children.		Toensing Unowsky
Richfield Historical Society	Collects, preserves and shares the story of Richfield		Cole
Richfield Human Rights Commission	Helps to secure human rights and equal opportunity for residents of Richfield	1 st Tuesday of the month, 6:30 p.m. Richfield City Hall	Smisek
RPS Foundation	Supports RPS with educational grants for enrichment		Toensing Unowsky
Richfield Spartan Foundation	Supports the youth of Richfield – Golf Tournament, Scholarships	Meet on an as needed basis Contact: Bill Davis 612-819-9053	Pollis
Safe & Support Schools Advisory Committee Lead: Mary Clarkson	Provide input on the alignment of systems and supports to improve school climate and school safety ensuring that all Richfield students have a safe and supportive learning environment that maximizes each student's learning potential.	Parent Mtgs: Quarterly, 5:00 p.m. – 7:30 p.m. January 14 March 10 May 12 Student Mtgs: Quarterly, 12:00 p.m. – 2:00 p.m. April 14	Brakke (Student) Maleck (Student & Parent) Smisek (Student & Parent) Clarkson Gonzalez
Superintendent Strategic Advisory Committee	Sharing perspectives on meeting the needs of our students, families & residents with school district leadership.	6:30 p.m. - 8:30 p.m. District Board Room February 10 March 19 April 22	Unowsky Rotation of Board Members (1 per meeting)
Work Experience Advisory Committee	Advises RPS work-based learning program	7:15 a.m. – 8:15 a.m. South Education Center, 7450 Penn Ave. So. January 17 February 21 March 13 April 17	Pollis

NEW BUSINESS - FOR ACTION

Agenda Item VI.D.

Board of Education
Independent School District 280
Richfield, Minnesota

Organizational Meeting, January 4, 2021

Subject: HONORARIUM FOR BOARD

(Recommended by Superintendent)

That the Board of Education sets the Board honorarium at \$500 per month, with an additional \$300 per year for the Clerk and \$600 per year for the Chair.

Background Information

Since 2006, the Board honorarium has been set at \$500 per month, with an additional \$300 per year for the Clerk and \$600 per year for the Chair. An examination of metro district honorariums has occurred with the RPS board of education honorarium remaining near the median dollar figure.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting January 4, 2021

SUBJECT: BID AWARD - RICHFIELD HIGH SCHOOL ROOF REPLACEMENT

(Recommended by the Superintendent)

That the Board of Education approve the bid award for the roof replacement at Richfield High School and authorize administration to enter into contract with Berwald Roofing Company, North St. Paul, MN in the amount of \$276,000.

Background

(Prepared by Craig Holje & Dan Kretsinger)

On Tuesday, December 15, 2020, the District received five (5) bids for the above-referenced project. The District administration and TREMCO, Inc., our roofing consultant recommend that the bid (base bid and alternate 1) be awarded to the lowest responsible bidder, Berwald Roofing Company.

Specific information and bid tabulation is included in the additional materials in this packet. This project is approved through our ongoing long term facilities maintenance plan (LTFM).

Richfield Public Schools

2021 Richfield High School Roof Replacement

OWNER: Richfield Public Schools

MANUFACTURER'S REPRESENTATIVE: Tremco Roofing and Building Maintenance

BID TABULATION

Tuesday, December 15th, 2020

Bid Opening at 2:00 p.m.

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	McDowall Company 1431 Prosper Drive Waite Park, MN 56387 320-251-8640	Flynn Midwest LP 15525 32 nd Ave. N. Plymouth, MN 55447 763-559-0222	John A. Dalsin & Son 2830 S. 20 th Ave. Minneapolis, MN 55407 612-729-9334	Berwald Roofing Company 2440 Charles St. N. North St. Paul, MN 55109 651-777-7411	Ettel & Franz Roofing 2222 Robbins St. St. Paul, MN 55114 651-646-4811
Bid Security	X	X	X	X	X
Addenda Received	X	X	X	X	X
BASE BID:					
Base Bid Total: Labor & Materials Cost – Roof Area B1	\$289,700	\$387,292	\$297,170	\$263,300	\$348,700
ALTERNATES:					
#1: Add – Labor & Materials Cost – Roof Area C2	\$9,270	\$6,300	\$8,400	\$12,700	\$6,400
UNIT PRICES:					
UP #1: Deteriorated wood blocking (per board foot)	\$3.00	\$2.45	\$6.85	\$3.50	\$6.00
UP #: Remove and Replace Drain Bowl	\$2,500	\$2,600	\$2,850	\$2,000	\$2,600
BID CALCULATIONS:					
Base Bid	\$289,700	\$387,292	\$297,170	\$263,300	\$348,700
Base Bid + Alternate #1	\$298,970	\$393,592	\$305,570	\$276,000	355,100



To Whom It May Concern:

We have reviewed all the bid packages received for the 2021 Richfield High School Roof Replacement project. The apparent low bidder is Berwald Roofing Company (Base Bid and Base Bid + Alternate #1). We have interviewed them regarding this project, they have included all required items and are comfortable with their bid package.

Based on their bid package numbers and exemplary performance on past projects with us, we would like to recommend that Berwald Roofing Company be awarded the reroof project.

Please feel free to contact me with any questions or concerns regarding this project.

Thank you,

A handwritten signature in black ink, appearing to read 'R. Palmer', with a stylized flourish at the end.

Ryan Palmer
Sr. Field Advisor
Tremco Inc.
507-402-6783
rpalmer@tremcoinc.com

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 4, 2021

**SUBJECT: BID AWARD – RICHFIELD SCHOOL DISTRICT PAVEMENT
REHABILITATION PROJECT**

(Recommended by Superintendent)

That the Board of Education approve the Richfield School District – 2021 Pavement Rehabilitation Project Bid Award and authorize the administration to enter into contract with McNamara Contracting, Inc., for \$532,775.00.

Background Information

(Prepared by Craig Holje and Dan Kretsinger)

On Thursday, December 17, 2020, the District received seven (7) bids for the above-referenced project. The District administration along with Larson Engineering, Inc., recommend that the bid be awarded to the lowest responsible bidder, McNamara Contracting, Inc., for \$532,775.00 (base bid and alternative 1-5).

Specific information and bid tabulation is included in the additional materials in this packet. This project is approved through our ongoing long term facilities maintenance plan (LTFM).

Larson Engineering, Inc.
3524 Labore Road
White Bear Lake, MN 55110-5126
651.481.9120 Fax: 651.481.9201
www.larsonengr.com



Larson

December 21, 2020

Mr Dan Kretsinger
Director of Facilities and Transportation
Richfield Public Schools
7001 Harriet Avenue South
Richfield, MN 55423

Re: Contractor Recommendation
2021 Pavement Rehabilitation
Richfield Public Schools
LEMN Project No: 12206007

Dear Mr. Kretsinger:

Based upon our review of the bid results for the above referenced project, we recommend the apparent low bidder, McNamara Contracting, Inc., be awarded the contract in the amount of \$532,775.00. This amount represents the base bid amount plus all five (5) alternates.

Since we have no past experience working with this contractor a reference check was conducted. Three references were requested from the contractor. Generally speaking, McNamara Contracting was found to be a reputable excavation, utility and asphalt paving contractor. As we understand, much of McNamara's work is focused in the communities of Lakeville, Farmington, Rosemount and communities further to the south. All three (3) references rate this contractor with an A.

If you have any questions, please do not hesitate to contact me

Sincerely,
Larson Engineering, Inc.

Kirk R Roessler, PE
Project Manager

Attachment: Bid Tabulation

BID TABULATION

Richfield Public Schools - 2021 Pavement Rehabilitation
December 17, 2020 - 10:00 AM

Contractor	MN Roadways	MN Paving	McNamara	T.A. Schifsky
Bid Bond	yes	yes	yes	yes
Responsible Contractor Form	yes	yes	yes	yes
Subcontractor List	yes	yes	yes	yes
Base Bid	574,093	494,400	447,875	518,900
Alt Bid #1, Conc Sidewalk R & R	16,992	15,100	22,750	14,060
Alt Bid #2, Island Improvements	5,680	3,300	4,850	4,280
Alt Bid #3, Roof Drain Collection System	62,908	35,300	32,400	59,460
Alt Bid #4, Conc Curb & Storm Improv	28,328	30,700	16,150	25,660
Alt Bid #5, Sloped Conc Pavement	6,620	7,200	8,750	4,355
UP #1, Subgrade Correction	28 ⁰⁰	30 ⁰⁰	20 ⁰⁰	35 ⁰⁰
UP #2, Remove & Replace Conc SM	12 ⁰⁰	17 ⁵⁰	16 ⁰⁰	10 ⁰⁰
UP #3, Remove & Replace Conc C & G	45 ⁰⁰	50 ⁰⁰	29 ⁰⁰	40 ⁰⁰

BID TABULATION

Richfield Public Schools - 2021 Pavement Rehabilitation
December 17, 2020 - 10:00 AM

Contractor	Bit Roadways	Park Constr.	S.M. Hentges	
Bid Bond	yes	yes	yes	
Responsible Contractor Form	yes	yes	yes	
Subcontractor List	yes	yes	yes	
Base Bid	544,655	601,205	674,727	
Alt Bid #1, Conc Sidewalk R & R	25,433	15,300	18,643	
Alt Bid #2, Island Improvements	7,633	6,500	7,500	
Alt Bid #3, Roof Drain Collection System	40,550	54,000	58,165	
Alt Bid #4, Conc Curb & Storm Improv	30,683	31,500	38,239	
Alt Bid #5, Sloped Conc Pavement	11,333	6,750	7,155	
UP #1, Subgrade Correction	25 ⁰⁰	42 ⁵⁰	39 ⁰⁰	
UP #2, Remove & Replace Conc SM	11 ⁰⁰	16 ⁵⁰	10 ⁰⁰	
UP #3, Remove & Replace Conc C & G	25 ⁰⁰	50 ⁰⁰	38 ⁰⁰	

DOCUMENT 00 41 00

BID FORM

2021 PAVEMENT REHABILITATION

LEI PROJECT NO. 12206007

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**Mr. Craig Holje – Chief HR & Admin Officer
Richfield Public Schools – District Office
7001 Harriet Avenue South
Richfield, MN 55423**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings. No reports and drawings relating to Hazardous Environmental Conditions at or adjacent to the Site.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s): Shown amount in words and figures, words will govern in case of discrepancy.

Base Bid – 2021 Pavement Rehabilitation

for the sum of:

Four hundred forty-seven thousand eight hundred
seventy-five & no/100 ————— \$ 447,875.00

- 5.02 Bidder will complete the Alternate Work in accordance with the Contract Documents for the following price:

Alternate No. 1 – Concrete Sidewalk Removal/Replacement

for the lump sum of:

Twenty-two thousand seven hundred fifty & no/100 —
————— \$ 22,750.00

Alternate No. 2 – Island Improvements

for the lump sum of:

Four thousand eight hundred fifty & no/100 —————
————— \$ 4,850.00

Alternate No. 3 – Roof Drain Collection System

for the lump sum of:

Thirty-two thousand four hundred & no/100 —————
————— \$ 32,400.00

Alternate No. 4 – Concrete Curb & Storm Sewer Improvements East of Bus Garage

for the lump sum of:

Sixteen thousand one hundred fifty & no/100 —————
————— \$ 16,150.00

Alternate No. 5 – Sloped Concrete Pavement Removal/Replacement

for the lump sum of:

Eight thousand seven hundred fifty & ^{no}/100 —
\$ 8750.00

- 5.03 Bidder will complete Changes in Work included in the Lump Sum Bid(s) in accordance with the Contract Documents for the following unit price(s) for Contract Amount price adjustments, either deductions or additions:

Item No.	Description	Unit	Bid Price
1	Provide a unit price for removing existing reclaimed materials and subgrade soils to a depth of 12" below the bottom of the proposed pavement section and replacing with reclaimed or recycled base aggregate materials, and compacting as directed by the Geotechnical Engineer.	Square Yard	20.00
2	Provide a unit price for the addition or reduction of removing an existing concrete sidewalk and installing a new concrete sidewalk (6 inches concrete over 6 inches base aggregate).	Square Foot	16.00
3	Provide a unit price for the addition or reduction of removing existing concrete curb and gutter and replacing with new B612 concrete curb and gutter.	Lineal Foot	29.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be "all-inclusive" including Contractor's overhead and profit, labor, materials, removals, and other anticipated or incidental costs for each separately identified item, (2) each Bid Unit Price to remain valid for the duration of the Project, and (3) Bid Unit Prices may be used to award new Work within the limitations of the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. **Required Bid security;**
 - B. **Verification of Contractor Compliance with Minnesota State Statue Chapter 16C.285 – RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED (see Attachment #1).**
 - C. **First tier subcontractor list (see Attachment #2).**

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

McNamara Contracting Inc

☐ a Proprietorship

☐ a Partnership

Partners: _____

☒ a Corporation

State of Incorporation: Minnesota

By:

[Signature]



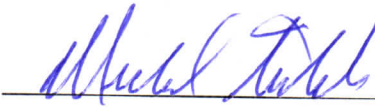
[Printed name]

Mike McNamara

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Michel Tubbs

Title:

Secretary

Submittal Date:

12-17-2020

Address for giving notices:

16700 Chippendale Avenue

Rosemount, MN 55068

Telephone Number:

651-322-5500

Fax Number:

651-322-5550

Contact Name and e-mail address:

Mike McNamara

m.mcnamara@mcnamaracontracting.com

Bidder's License No.:

N/A

Note: Attachments #1 and #2 are to be submitted with the Bid Form.

END OF DOCUMENT

ATTACHMENT #1
RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE
PROJECT TITLE: 2021 Pavement Rehabilitation

IMPLEMENTATION: Any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to provide the required verification that it meets those criteria is not a responsible contractor and is not eligible to be awarded a contract for the project or to perform work on the project. (Minnesota Stat. Chapter 16C.285, Subdivision 7)

RESPONSIBLE CONTRACTOR: "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria: (Minnesota Stat. Chapter 16C.285, Subdivision 3)

1. The Contractor:
 - a) is in compliance with workers' compensation and unemployment insurance requirements;
 - b) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - c) has a valid federal tax identification number or a valid Social Security number if an individual;
and
 - d) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - a) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
 - b) has been issued an order to comply by the commissioner of Labor and Industry that has become final;
 - c) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - d) has been found by the commission of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - e) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - f) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*

Note: *Any violations, suspensions, revocations, or sanctions as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

6. The contractor or related entity is not currently suspended or debarred by the federal government or the State of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement, under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

SUBCONTRACTOR VERIFICATION (Minnesota Stat. Chapter 16C.285, Subdivision 5)

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. (See attachment #2).

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.


A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

VERIFICATION OF COMPLIANCE (Minnesota Stat. Chapter 16C.285, Subdivision 4)

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contractor or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION	
By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that:	
1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minnesota Stat. Chapter 16C.285. 2) I have included Attachments #1 and #2 with my company's solicitation response, and 3) If my company is awarded a contract, I will also submit additional subcontractor information as required.	
Authorized Signature of Owner or Officer 	Printed Name: Mike McNamara
Title: President	Date: 12-17-20
Company Name: McNamara Contracting Inc	Company Address 16700 Chippendale Avenue Rosemount, MN 55068

NOTE: Minnesota Stat. Chapter 16C.285, Subdivision 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT #2

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT WITH PRIME CONTRACTOR RESPONSE

PROJECT TITLE: 2021 Pavement Rehabilitation

Minnesota Stat. Chapter 16C.285, Subdivision 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

FIRST TIER SUBCONTRACTOR NAMES (Legal name of company)	Street address, city and state where company home office is located
Midwest Concrete Specialties Inc	Rosemount
Safety Signs LLC	Lakerville

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 4, 2021

**SUBJECT: BID AWARD – CENTRAL EDUCATION CENTER RENOVATION
PROJECT**

(Recommended by Superintendent)

That the Board of Education approve the Richfield Public Schools – Central Education Center – 2021 Renovations Project Bid Award and authorize the administration to enter into contract with Rochon Corporation for \$4,305,000.00.

Background Information

(Prepared by Andy Faulkner & Craig Holje)

On Tuesday, December 15, 2020, the District received eleven (11) bids for the above-referenced project. The District administration along with ICS recommend that the bid be awarded to the lowest responsible bidder, Rochon Corporation for \$4,305,000.00.

Specific information and bid tabulation is included in the additional materials in this packet.



1331 Tyler Street NE #101
Minneapolis, Minnesota 55413
ics-builds.com
(763) 354-2670

December 29, 2020

Board of Education
ISD #280 – Richfield Public Schools
7001 Harriet Avenue South
Richfield, MN 55423

Re: ISD #280 – Richfield Public Schools
Central Education Center – 2021 Renovations

Dear Board Members:

On Tuesday, December 15, 2020 we received eleven (11) bids for the above-referenced project. A copy of the bid tabulation is enclosed for your review.

ICS has reviewed the bids received for the above-referenced project and the apparent low responsible bidder is within the project budget. We have contacted the apparent low bidder, Rochon Corporation and have confirmed that their bid is valid. Our itemized recommendation is as follows:

Base Bid – Rochon Corporation	\$4,305,000.00
--------------------------------------	-----------------------

TOTAL CONTRACT:	\$4,305,000.00
------------------------	-----------------------

We recommend that the District enter into a contract with Rochon Corporation of Osseo, Minnesota for the total bid amount of Four Million Three Hundred Five Thousand Dollars and Zero/Cents (\$4,305,000.00).

Upon Board action, we will draft a contract reflecting this amount to the Contractor.

Enclosed are copies of the official bid tabulation, bid forms, bid securities, Rochon Corporation's proposed first tier subcontractor list. Please contact us at 763-354-2670 should you have any questions regarding our recommendation.

Regards,

A handwritten signature in black ink, appearing to read 'AF', is placed above the name Andy Faulkner.

Andy Faulkner
Vice President of Construction
AF/rw
Enclosures

cc: file

**BUILDING STRONG
CONNECTIONS**



ATTACHMENT A

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

PROJECT TITLE: Richfield Central Education Center

Minn. Stat. §16C.285, Subd. 5: A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to the execution of a construction contract with each subcontractor.

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Harris Enterprises	Golden Valley
Knetic Excavating	Prescott, WI
Omann Brothers Paving	St Michael
Crosstown Masonry	Ham Lake
Advanced Irrigation	St Michael
Distinctive Iron	Elk River
River City Erectors	Elk River
Northern Woodwork	Thief River Falls
Central Roofing	Minneapolis
Carciolini	Burnsville
Super Set Tile	Plymouth
Acoustics Associates	Golden Valley

Superior Painting	Circle Pines
Midwest Fire Protection	Blaine
Nelson Mechanical	South Haven
Daley Electric	Newport

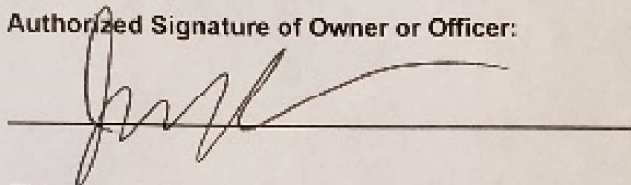
SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

All first-tier subcontractors listed on Attachment A have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. §16C.285

Authorized Signature of Owner or Officer:

Printed Name:



____ Jerry Braton _____

Title: ____ CEO _____

Date: ____ 12/23/20 _____

Company Name: ____ Rochon Corporation _____

Richfield Central Education Center - 2021 Renovations

OWNER: Richfield Public Schools #280

OWNER'S REPRESENTATIVE: ICS

ARCHITECT: Wold Architects and Engineers

**BID TABULATIONS**

Tuesday, December 15, 2020 @ 2:00 p.m.

SINGLE PRIME

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Rochon Corporation 28 2nd St. N.W., Suite 200 Osseo, MN 55369 763-559-9393	Parkos Construction Company 1010 S. Robert St. West St. Paul, MN 55118 651-455-0031	Meisinger Construction Company, Inc. 121 Bridgepoint Way South St. Paul, MN 55075 651-452-4778	Construction Results Corporation 6465 Highway 169 North Plymouth, MN 55442 763-559-1100	Maertens-Brenny Construction Co. 8251 Main St. N.E., Suite 105 Minneapolis, MN 55432 763-786-4779	Shaw-Lundquist Associates, Inc. 2757 West Service Rd. St. Paul, MN 55121 651-454-0670
BID SECURITY	Yes	Yes	Yes	Yes	Yes	Yes
ADDENDA REC'D.	1,2	1,2	1,2	1,2	1,2	1,2
BASE BID:	\$4,305,000.00	\$4,306,000.00	\$5,138,300.00	\$4,474,220.00	\$4,644,000.00	\$4,395,000.00
MN Responsible Contractor	x	x	x	x	x	x
ALTERNATES:						
Alt. No. 1: EPDM Reroof of sloped roofs	ADD: \$269,000.00	ADD: \$272,000.00	ADD: \$289,500.00	ADD: \$275,000.00	ADD: \$278,000.00	ADD: \$243,000.00

Richfield Central Education Center - 2021 Renovations

OWNER: Richfield Public Schools #280

OWNER'S REPRESENTATIVE: ICS

ARCHITECT: Wold Architects and Engineers

**BID TABULATIONS**

Tuesday, December 15, 2020 @ 2:00 p.m.

SINGLE PRIME

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	KUE Contractors, Inc. 130 Central Avenue S. Watkins, MN 55389 320-764-2525	CM Construction Company, Inc. 12215 Nicollet Avenue S. Burnsville, MN 55337 952-895-8223	Ebert, Inc. dba Ebert Construction 23350 County Road 10 Corcoran, MN 55357 763-498-7844	Schreiber Mullaney Construction 1286 Hudson Rd. St. Paul, MN 55106 651-774-9440	Jorgenson Construction Inc. 9255 East River Road N.W. Minneapolis, MN 55433 763-784-3877	
BID SECURITY	Yes	Yes	Yes	Yes	Yes	Yes
ADDENDA REC'D.	1,2	1,2	1,2	1,2	1,2	1,2
BASE BID:	\$5,426,941.00	\$4,360,800.00	\$4,427,000.00	\$4,368,890.00	\$4,645,000.00	
MN Responsible Contractor	x	x	x	x	x	x
ALTERNATES:						
Alt. No. 1: EPDM Reroof of sloped roofs	ADD: \$271,024.00	ADD: \$265,000.00	ADD: \$270,000.00	ADD: \$267,000.00	ADD: \$274,000.00	

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: CENTRAL EDUCATION CENTER –
2021 RENOVATIONS
7145 HARRIET AVENUE SOUTH
RICHFIELD, MINNESOTA 55423

BID TO: Independent School District #280
District Office Boardroom
7001 Harriet Avenue South
Richfield, Minnesota 55423

BID FROM: Rochon Corporation

We have examined the Contract Documents for the proposed Central Education Center 2021 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1, 2 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
 - a. Phase 1: Area "A" & "D". – August 20, 2021.
 - b. Phase 2: Area "B" & "C" (Classroom Wings) – August 20, 2021.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

four million three hundred five thousand Dollars \$ 4,305,000

B. Alternates

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

- a. Alternate No. 1 – EPDM Reroof of Sloped Roofs

② Add/Deduct two hundred sixty nine thousand Dollars \$ 269,000

C. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

DATE 12-15-20

FIRM NAME Rochon Corporation

OFFICIAL ADDRESS 28 2nd Street NW, Suite 200
Osseo, MN 55369

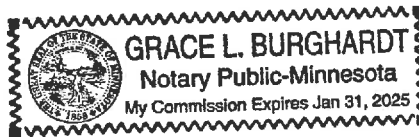
TELEPHONE NUMBER (763) 559-9393

FAX NUMBER (763) 559-8101

BY Jerry Braton

TITLE (Owner or Officer) CEO

STATE OF Minnesota)SS.
COUNTY OF Hennepin



Sworn to and subscribed to before me this 14th day of Dec, 2020

Notary Public, Grace L. Burghardt County, State of Hennepin, Minnesota
My Commission Expires: Jan 31 2025

END OF SECTION 00 41 13

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Rochon Corporation (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
 - i. Is in compliance with workers' compensation and unemployment insurance requirements;
 - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
 - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
 - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
 - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses 1 to 6.

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

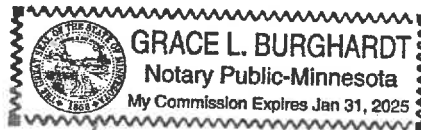
CONTRACTOR OR SUBCONTRACTOR

Rochon Corporation

By: Jerry Braton

Its: CEO

STATE OF Minnesota)
)SS.
COUNTY OF Hennepin)



Grace L. Burghardt

Sworn to and subscribed to before me this 14th day of Dec, 2020.

Notary Public, Hennepin County, State of Minnesota
My Commission Expires: Jan 31, 2025

END OF SECTION 00 41 15



Swiss Re Corporate Solutions

BID BOND

CONTRACTOR:

(Name, legal status and address)

Rochon Corporation
28 2nd Street NW, Suite 200
Osseo, MN 55369

OWNER:

(Name, legal status and address)

Independent School District No. 280
7001 Harriet Ave. S
Richfield, MN 55423

BOND AMOUNT:

Five Percent of the Bid Submitted

SURETY:

North American Specialty Insurance Company
1450 American Lane, Suite 1100
Schaumburg, IL 60173

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Central Education Center - 2021 Renovations

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

15th

day of December

2020

(Witness)

Rita Carlson

(Witness)

Rochon Corporation

(Principal)

(Seal)

(Title)

North American Specialty Insurance Company

(Surety)

(Title) **Megan Nicole Scott**

Attorney-In-Fact

STATE OF MINNESOTA

On this 15th day of December, 2020, before me appeared Megan Nicole Scott to me personally known, who, being duly sworn, did say that he or she is the Attorney-in-Fact of North American Specialty Insurance Company, that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.



notary public



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

CHRISTINE M. SCOTT, WENDY M. SCHMID, EMILY TSCHIMPERLE, TRACY CHEHOSKI, MEGAN NICOLE SCOTT,
KARLA DEUTSCH-HUNT, RITA CARLSON, STEPHEN M. KLEIN, JOHN C. KLEIN and MICHAEL ZAHN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 6TH day of APRIL, 2020.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 6TH day of APRIL, 2020, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of December 2020,

Jeffrey Goldberg
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: **CENTRAL EDUCATION CENTER –
2021 RENOVATIONS
7145 HARRIET AVENUE SOUTH
RICHFIELD, MINNESOTA 55423**

BID TO: Independent School District #280
District Office Boardroom
7001 Harriet Avenue South
Richfield, Minnesota 55423

BID FROM: Parkos Construction Company

We have examined the Contract Documents for the proposed Central Education Center 2021 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1,2 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
 - a. Phase 1: Area "A" & "D". – August 20, 2021.
 - b. Phase 2: Area "B" & "C" (Classroom Wings) – August 20, 2021.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

As within the bid as shown Dollars \$ 4,306,000.00

B. Alternates

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

- a. Alternate No. 1 – EPDM Reroof of Sloped Roofs

Add/Deduct Two hundred sixty two thousand Dollars \$ 272,000.00

C. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

DATE 12/15/2020

FIRM NAME Parkos Construction Company

OFFICIAL ADDRESS 1010 S Robert Street
West St Paul, Minnesota 55118

TELEPHONE NUMBER (651) 455-0031

FAX NUMBER 612 450-7740

BY [Signature]

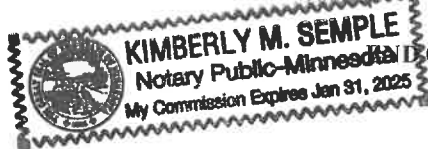
TITLE Owner or Officer Vice President

STATE OF Minnesota)
)SS.
COUNTY OF Ramsey)

Sworn to and subscribed to before me this 15 day of 12, 2020

Notary Public, Ramsey County, State of Minnesota

My Commission Expires: 1/31/2025



OF SECTION 00 41 13

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Parkos Construction Company (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
 - i. Is in compliance with workers' compensation and unemployment insurance requirements;
 - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
 - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
 - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
 - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses 1 to 6.

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

CONTRACTOR OR SUBCONTRACTOR

Parkos Construction Company

By: John W Parkos Jr

Its: Vice President

STATE OF Minnesota)

)SS.

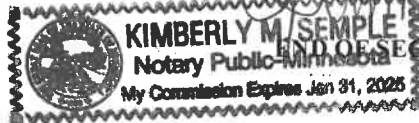
COUNTY OF Ramsey)

Minnesota

Sworn to and subscribed to before me this 15 day of 12, 20 20.

Notary Public, Ramsey County, State of Minnesota

My Commission Expires: 1/31/2025



SECTION 00 41 15



AIA[®]

Document A310[™] – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

**Parkos Construction Company
1010 South Robert Street
West St. Paul, MN 55118**

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

**United Fire & Casualty Company
118 Second Ave SE
Cedar Rapids, IA 52407**

a corporation duly organized under the laws of the State of **Iowa**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

**ISD #280 - Richfield Public Schools
7001 Harriet Ave S.
Richfield, MN 55423**

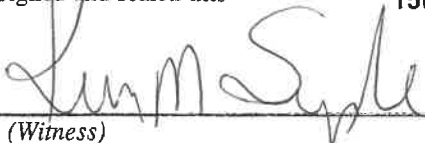
as Oblige, hereinafter called the Oblige, in the sum of **Five Percent (5%) of the Amount of the Bid**
Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

**ISD #280- Central Education Center- 2021 Renovations
7145 Harriet Avenue South, Richfield, MN 55423**

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **15th** day of **December, 2020**


(Witness)

Parkos Construction Company
(Principal) (Seal)

(Title)

United Fire & Casualty Company
(Surety)

(Witness)

(Title)


Name Alemdar (Seal)
Attorney-in-Fact

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

SS

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that ___he___ executed the same as his/her/their free act and deed.

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

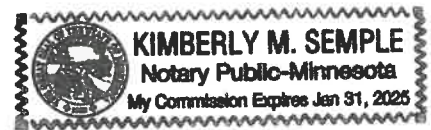
SS

COUNTY OF Ramsey

On the 15th day of December 2020 before me personally appeared John W Parkes Jr to me known, who being by me duly sworn, did say that he/she is the Vice President of Parkes Construction Company, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

(Notary Seal)

Kim M. Semple



ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

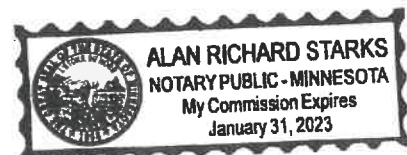
SS

COUNTY OF Hennepin

On the 15th day of December, 2020, before me personally appeared Name Alemdar to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the United Fire and Casualty Company a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notary Seal)

Alan Richard Starks





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

TERRY STARKS, ALAN STARKS, ROBERT E. CLEMANTS, MELISSA M. NORDIN, NAME ALEMDAR, JEFFREY SETTEM, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 17th day of November, 2017

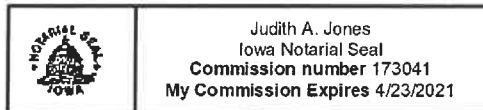


UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
Vice President

State of Iowa, County of Linn, ss:

On 17th day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
Notary Public
My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 15th day of DECEMBER, 2020.



By: *Mary A. Bertsch*
Assistant Secretary,
UF&C & UF&I & FPIC

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: **CENTRAL EDUCATION CENTER –
2021 RENOVATIONS
7145 HARRIET AVENUE SOUTH
RICHFIELD, MINNESOTA 55423**

BID TO: Independent School District #280
District Office Boardroom
7001 Harriet Avenue South
Richfield, Minnesota 55423

BID FROM: Meisinger Construction Company, Inc.

We have examined the Contract Documents for the proposed Central Education Center 2021 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1, 2 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
 - a. Phase 1: Area "A" & "D". – August 20, 2021.
 - b. Phase 2: Area "B" & "C" (Classroom Wings) – August 20, 2021.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

_____ Dollars \$ 5,138,300.00

B. Alternates

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

- a. Alternate No. 1 – EPDM Reroof of Sloped Roofs

Add/Deduct

_____ Dollars \$

289,500.00

C. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

DATE 12/15/2020

FIRM NAME Meisinger Construction Company, Inc.

OFFICIAL ADDRESS 121 Bridgepoint Way
South St. Paul, MN 55075

TELEPHONE NUMBER () 651.452.4778

FAX NUMBER () 651.452.4868

BY Thomas M. Meisinger *TM Meisinger*

TITLE (Owner or Officer) President

STATE OF Minnesota)
)SS.
COUNTY OF Dakota)

Sworn to and subscribed to before me this 15th day of Dec., 2020.

Notary Public, Ramsey County, State of Minnesota

My Commission Expires: 1/31/2025

END OF SECTION 00 41 13

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Meisinger Construction Company, Inc. (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
 - i. Is in compliance with workers' compensation and unemployment insurance requirements;
 - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
 - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
 - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
 - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;
3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses 1 to 6.

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

CONTRACTOR OR SUBCONTRACTOR

Meisinger Construction Company, Inc.


By: Thomas M. Meisinger

Its: President

STATE OF Minnesota)
)SS.
COUNTY OF Dakota)

Sworn to and subscribed to before me this 15th day of December, 2020.

Notary Public, Ramsey County, State of Minnesota

My Commission Expires: 1/31/2025

END OF SECTION 00 41 15

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Meisinger Construction Company, Inc.

121 Bridgepoint Way

South St. Paul, MN 55075

OWNER:

(Name, legal status and address)

Independent School District No. 280, Richfield Public Schools

7001 Harriet Avenue S.

Richfield, MN 55423

BOND AMOUNT:

Five Percent (5%) of Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

ISD #280, Richfield Central Education Center

SURETY:

(Name, legal status and principal place of business)

Ohio Farmers Insurance Company

P.O. Box 5001

Westfield Center, OH 44251-5001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.


Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

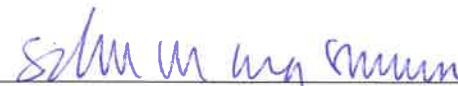
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **15th** day of **December, 2020.**


(Witness)

Meisinger Construction Company, Inc.
(Principal) (Seal)


(Title) **Thomas M. Meisinger, President**


(Witness)

Ohio Farmers Insurance Company
(Surety) (Seal)


(Title) **Brian J. Oestreich, Attorney-in-Fact**

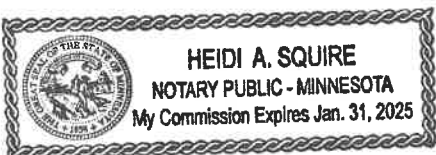


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Dakota)

On this 15th day of December, 2020, before me appeared Thomas M. Meisinger, to me personally known, who, being by me duly sworn, did say that he/she is the President of Meisinger Construction Company, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Thomas M. Meisinger acknowledged said instrument to be the free act and deed of said corporation.

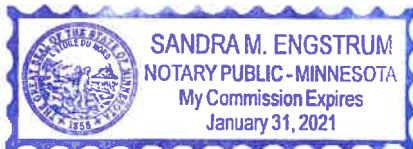


[Signature]
Notary Public Dakota County, MN
My commission expires 1-31-25

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 15th day of December, 2020, before me appeared Brian J. Oestreich, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Ohio Farmers Insurance Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Brian J. Oestreich acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public Hennepin County, Minnesota
My commission expires 1/31/2021

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 2260452 13

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

MELINDA C. BLODGETT, R. C. BOWMAN, R. W. FRANK, TED JORGENSEN, JOSHUA R. LOFTIS, KURT C. LUNDBLAD, BRIAN J. OESTREICH, JEROME T. OUMET, JOHN E. TAUER, LIN ULVEN, COLBY D. WHITE, NATHAN WEAVER, JOINTLY OR SEVERALLY

of **MINNEAPOLIS** and State of **MN** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship** -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **17th** day of **JANUARY** A.D., **2020**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **17th** day of **JANUARY** A.D., **2020**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **15th** day of **December** A.D., **2020**.



Frank A. Carrino, Secretary

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: **CENTRAL EDUCATION CENTER –
2021 RENOVATIONS
7145 HARRIET AVENUE SOUTH
RICHFIELD, MINNESOTA 55423**

BID TO: Independent School District #280
District Office Boardroom
7001 Harriet Avenue South
Richfield, Minnesota 55423

BID FROM: Construction Results Corporation

We have examined the Contract Documents for the proposed Central Education Center 2021 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1 and 2 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
 - a. Phase 1: Area "A" & "D". – August 20, 2021.
 - b. Phase 2: Area "B" & "C" (Classroom Wings) – August 20, 2021.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

_____ Dollars \$ 4,474,220.00

B. Alternates

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

- a. Alternate No. 1 – EPDM Reroof of Sloped Roofs

Add/Deduct _____ Dollars \$ 275,000.00

C. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

DATE 12/15/2020

FIRM NAME Construction Results Corporation

OFFICIAL ADDRESS 6465 Highway 169 North
Plymouth, MN 55442

TELEPHONE NUMBER (763) 559-1100

FAX NUMBER (763) 553-0494

BY *M. Luurtsema* Mike Luurtsema

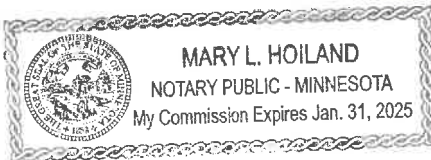
TITLE (Owner or Officer) President

STATE OF Minnesota)
)SS.
COUNTY OF Hennepin)

Sworn to and subscribed to before me this 15 day of December, 2020.

Mary L. Hoiland
Notary Public, Hennepin County, State of Minnesota

My Commission Expires: 01-31-2025



END OF SECTION 00 41 13

Bid Bond**Bond #:****CONTRACTOR:**

Construction Results Corporation
5465 Hwy 169 North
Plymouth MN 55442

SURETY:

Hudson Insurance Company
100 William Street, 5th Fl, New York, NY 10038

OWNER:

Richfield Public Schools- Independent School District #280

7001 Harriet Ave South
Richfield MN 55423

BOND AMOUNT: 5 % of accompanying bid. (\$ 5 % of bid)**PROJECT:** Central Education Center-2021 Renovations

Building Renovation

Location: Richfield, MN

Project # 172298

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.


Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of December, 2020


(Witness)

Construction Results Corporation

(Principal)



(Seal)

(Title)

Mike Luurtsema

President

Hudson Insurance Company

(Surety)

(Seal)

(Witness)

Kevin Ronski



(Title)

Pamela L. Ronski, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

ACKNOWLEDGEMENT OF SURETY

State of Minnesota

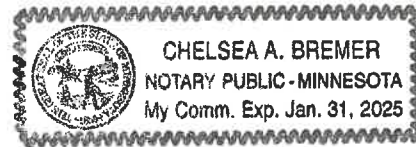
County of Washington

On this 2nd day of December, 2020, before me, Chelsea A. Bremer

Notary Public, personally came and appeared Pamela L. Ronski, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed this instrument and acknowledged that they executed the same in his/her authorized capacities, and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Chelsea A. Bremer (Seal)





BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

David J. Rudnik, Travis J. Schreiber, Chelsea A. Bremer

Michelle McLane Norenberg, Lacey E. Endres, Tracy Krause, Pamela L. Ronski

of the state of Minnesota

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 13th day of May, 20 20 at New York, New York.



Attest.....

Dina Daskalakis, Corporate Secretary

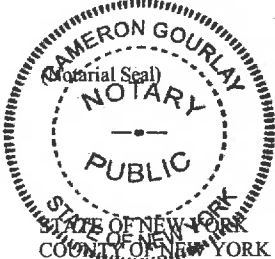
HUDSON INSURANCE COMPANY

By.....
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 13th day of May, 20 20 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022



CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 2nd day of December, 20 20



By.....
Dina Daskalakis, Corporate Secretary

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Construction Results Corporation (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
 - i. Is in compliance with workers' compensation and unemployment insurance requirements;
 - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
 - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
 - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
 - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses 1 to 6.

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

CONTRACTOR OR SUBCONTRACTOR

Construction Results Corporation

By: M. Luurtsema Mike Luurtsema
Its: President

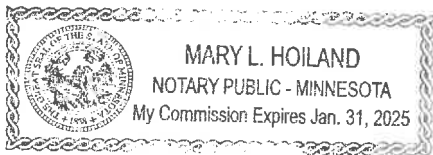
STATE OF Minnesota)
)SS.
COUNTY OF Hennepin)

Sworn to and subscribed to before me this 15 day of December, 20 20.

Mary L. Hoiland

Notary Public, Hennepin County, State of Minnesota

My Commission Expires: 01-31-2025



END OF SECTION 00 41 15

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: **CENTRAL EDUCATION CENTER –
2021 RENOVATIONS
7145 HARRIET AVENUE SOUTH
RICHFIELD, MINNESOTA 55423**

BID TO: Independent School District #280
District Office Boardroom
7001 Harriet Avenue South
Richfield, Minnesota 55423

BID FROM: Maertens-Brenny Construction Co.

We have examined the Contract Documents for the proposed Central Education Center 2021 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1 & 2, issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
 - a. Phase 1: Area "A" & "D". – August 20, 2021.
 - b. Phase 2: Area "B" & "C" (Classroom Wings) – August 20, 2021.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

Dollars \$

4,940,000 ~~4,940,000~~
4,644,000

B. Alternates

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

- a. Alternate No. 1 – EPDM Reroof of Sloped Roofs

Add/Deduct

Dollars \$

278,000

C. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

DATE 12/15/2020

FIRM NAME Maertens-Brenny Construction Co.

OFFICIAL ADDRESS 8251 Main Street NE, Suite 105

Minneapolis, MN 55432

TELEPHONE NUMBER () 763-786-4779

FAX NUMBER () 763-786-6973

BY John Hoffman

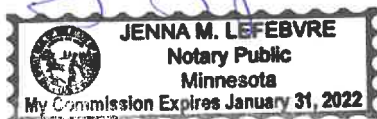
TITLE (Owner or Officer) President

STATE OF MN)
COUNTY OF Anoka)SS.

Sworn to and subscribed to before me this 15th day of Dec, 2020.

Notary Public, Anoka County, State of MN

My Commission Expires: 1/31/22



END OF SECTION 00 41 13

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Maertens-Brenny Construction Co (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
 - i. Is in compliance with workers' compensation and unemployment insurance requirements;
 - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
 - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
 - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
 - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses 1 to 6.

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

CONTRACTOR OR SUBCONTRACTOR


By: 

Its: **John Hoffman**
President

STATE OF Minnesota)
)SS.
COUNTY OF Anoka)

Sworn to and subscribed to before me this 15th day of December, 20 20.

Notary Public, Anoka County, State of MN

My Commission Expires: 1/31/22 



END OF SECTION 00 41 15

Bid Bond

CONTRACTOR:

(Name, legal status and address)
**Maertens-Brenny Construction
Company**
8251 Main St N.E.

Minneapolis, MN 55432-1849

OWNER:

(Name, legal status and address)
Independent School District No. 280, Richfield Public Schools

**7001 Harriet Avenue S.
Richfield, MN 55423**

BOND AMOUNT:

Five Percent (5%) of Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
ISD #280, Richfield Central Education Center

SURETY:

(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.


Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

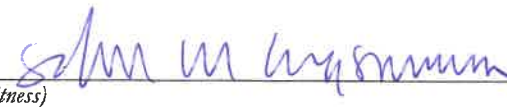
Signed and sealed this **15th** day of **December, 2020**.

(Witness) 

Maertens-Brenny Construction Company
(Principal)

(Seal)

(Title),

(Witness) 

Liberty Mutual Insurance Company
(Surety)

(Seal)

(Title) **Brian J. Oestreich, Attorney-in-Fact**

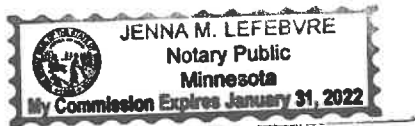


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CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Anoka)

On this 15th day of December, 2020, before me appeared John Hoffman
to me personally known, who, being by me duly sworn, did say that he/she is the President
of Maertens-Brenny Construction Company, a corporation, that the seal affixed to the
foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in
behalf of said corporation by authority of its Board of Directors, and that said John Hoffman
acknowledged said instrument to be the free act and deed of said corporation.

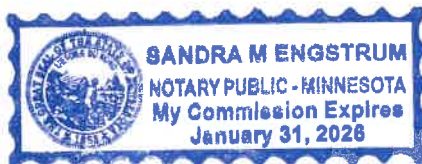


Notary Public Anoka County, MN
My commission expires 1/31/22

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 15th day of December, 2020, before me appeared Brian J. Oestreich,
to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of _____
Liberty Mutual Insurance Company, a corporation, that the seal
affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was
executed in behalf of said corporation by authority of its Board of Directors; and that said _____
Brian J. Oestreich acknowledged said instrument to be the free act and deed of said corporation.



Notary Public Hennepin County, Minnesota
My commission expires 1/31/2026

1500

1500



**Liberty
Mutual.**
SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200451-190054**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Colby D. White, Melinda C. Blodgett, R. C. Bowman, Tina L. Domask, R. Scott Egginton, Sandra M. Engstrom, R. W. Frank, Ted Jorgensen, Joshua R. Loftis, Kurt C. Lundblad, Brian J. Oestreich, Jerome T. Ouimet, Ross S. Squires, Nicole Stillings, John E. Tauer, Rachel Thomas, Lin Ulven, Emily White

all of the city of Minneapolis state of Minnesota each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of February, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of December, 2020.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: **CENTRAL EDUCATION CENTER –
2021 RENOVATIONS
7145 HARRIET AVENUE SOUTH
RICHFIELD, MINNESOTA 55423**

BID TO: Independent School District #280
District Office Boardroom
7001 Harriet Avenue South
Richfield, Minnesota 55423

BID FROM: Shaw-Lundquist Associates, Inc.

We have examined the Contract Documents for the proposed Central Education Center 2021 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1 & 2 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
 - a. Phase 1: Area "A" & "D". – August 20, 2021.
 - b. Phase 2: Area "B" & "C" (Classroom Wings) – August 20, 2021.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

Four Million Three Hundred + Ninety Five Dollars \$ 4,395,000
Thousand Dollars

B. Alternates

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

- a. Alternate No. 1 – EPDM Reroof of Sloped Roofs

Add/Deduct Two Hundred Forty Three Thousand Dollars \$ 243,000

C. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

DATE Tuesday, December 15, 2020

FIRM NAME Shaw-Lundquist Associates, Inc.

OFFICIAL ADDRESS 2757 West Service Road
St. Paul, Minnesota 55121

TELEPHONE NUMBER (651) 454-0670

FAX NUMBER (651) 454-0670

BY , Thomas J. Meyers

TITLE (Owner or Officer) Vice President

STATE OF Minnesota)
)SS.
COUNTY OF Dakota)

Sworn to and subscribed to before me this 15th day of Dec, 2020.

Notary Public, _____ Dakota County, State of Minnesota

My Commission Expires: 01-31-2021

END OF SECTION 00 41 13

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Shaw-Lundquist Associates, Inc. (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:

- i. Is in compliance with workers' compensation and unemployment insurance requirements;
- ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
- iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
- iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;

2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:

- i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
- ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
- iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.


Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses 1 to 6.

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

CONTRACTOR OR SUBCONTRACTOR
Shaw-Lundquist Associates, Inc.

By:  , Thomas J. Meyers
Its: Vice President

STATE OF Minnesota)
)SS.
COUNTY OF Dakota)

Sworn to and subscribed to before me this 15th day of December, 2020.

Notary Public, Dakota County, State of Minnesota

My Commission Expires: 01-31-2021

END OF SECTION 00 41 15

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Shaw-Lundquist Associates, Inc.

2757 W Service Road

St. Paul, MN 55121

OWNER:

(Name, legal status and address)
Independent School District No. 280, Richfield Public Schools

**7001 Harriet Avenue S.
Richfield, MN 55423**

BOND AMOUNT:

Five Percent (5%) of Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
Central Education Center - 2021 Renovations, 7145 Harriet Avenue South, Richfield, Minnesota 55423

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

**1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **15th** day of **December, 2020.**

Connie M. Luman

(Witness)

Shaw-Lundquist Associates, Inc.

(Principal)

(Seal)

(Title), **THOMAS J. MEYERS, VICE PRESIDENT**

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

(Title) **Joshua R. Loftis, Attorney-in-Fact**

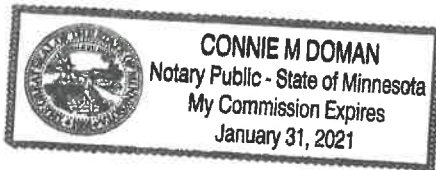


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CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of DAKOTA)

On this 15th day of December, 2020, before me appeared THOMAS J. MEYERS,
to me personally known, who, being by me duly sworn, did say that he/she is the VICE PRESIDENT
of Shaw-Lundquist Associates, Inc., a corporation, that the seal affixed to the
foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in
behalf of said corporation by authority of its Board of Directors, and that said THOMAS J. MEYERS
acknowledged said instrument to be the free act and deed of said corporation.

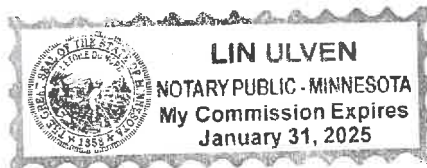


Connie M Doman
Notary Public DAKOTA County, MINNESOTA
My commission expires 01-31-2021

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 15th day of December, 2020, before me appeared Joshua R. Loftis,
to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Fidelity and Deposit Company of Maryland, a corporation, that the seal
affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was
executed in behalf of said corporation by authority of its Board of Directors; and that said Joshua R. Loftis
acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public Ramsey County, Minnesota
My commission expires 1/31/2025

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Melinda C. BLODGETT, Colby D. WHITE, Jerome T. OUMET, Nicole STILLINGS, John E. TAUER, Joshua R. LOFTIS, Kurt C. LUNDBLAD, Ted JORGENSEN, R. C. BOWMAN, and Brian J. OESTREICH, all of Minneapolis, Minnesota, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of June, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 26th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of December, 2020.



By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Certificate of Corporate Resolution

Shaw-Lundquist Associates, Inc.

Authorization to Submit Proposal

I, Hoyt Hsiao, Secretary of Shaw-Lundquist Associates, Inc., do hereby certify that at a duly constituted meeting of the Directors of the Corporation held at the office of the Corporation on 15th of December 2020, it was upon motion duly made and seconded, that it be VOTED:

For the Corporation to submit a Proposal for the: Central Education Center 2021 Renovations located in Richfield, Minnesota.

It was upon further motion made and seconded that it be VOTED: That Thomas J. Meyers, as Vice President of the Corporation, be empowered, authorized, and directed to execute, deliver and accept any, and all documents and undertake all acts reasonably required or incidental to accomplish the foregoing vote, all on such terms and conditions as he in his discretion deems to be in the best interests of the Corporation.

I further certify that the foregoing votes are in full force without rescission, modification, or amendment.

Signed under seal this 15th day of December, in the Year of 2020.

A TRUE RECORD

ATTEST



Commissioner



Secretary – Hoyt Hsiao

Shaw-Lundquist Associates, Inc.

2757 West Service Road

St. Paul, Minnesota 55121

State of Incorporation: MINNESOTA



WORKFORCE **CERTIFICATE OF COMPLIANCE**

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **SHAW-LUNDQUIST ASSOCIATES, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.

Certificate start date: **2/22/2018**

Certificate expiration date: **2/21/2022**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read 'Kevin M. Lindsey'.

Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, MN 55155 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • mn.gov/mdhr



SHAW - LUNDQUIST ASSOCIATES INC

Equal Employment Opportunity Policy Statement

This is to affirm Shaw-Lundquist Associates Inc. policy on providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity / Affirmative Action laws, directives and regulations of Federal, State and Local Governing bodies or agencies thereof, specifically Minnesota Statutes §363.

Shaw-Lundquist Associates Inc. will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, gender, gender identify, disability, age, marital status, or status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status.

Shaw-Lundquist Associates Inc. will take Affirmative Action to ensure that all employment practices are free of such discriminations. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, application, testing, selection, hiring, placement, orientation, on-the-job and external training, educational assistance, transfer opportunity, promotion, company sponsored social and recreational activities, benefits, recall, layoff or termination, disciplinary action, rates of pay or other forms of compensation, and selection for training including apprenticeship and all other terms and conditions of employment.

Shaw-Lundquist Associates Inc. will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Opportunity and Affirmative Action.

Shaw-Lundquist Associates Inc. fully supports incorporation of non-discrimination and Affirmative Action rules and regulations into contracts.

Shaw-Lundquist Associates Inc. will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. Any employee of this company, or subcontractors to this employer, who does not comply with Equal Employment Opportunity policies and procedures as set forth in this Statement and Plan will be subject to disciplinary action. Any subcontractor not complying with all applicable Equal Employment Opportunity / Affirmative Action laws, directives and regulations of the Federal, State and Local governing bodies or agencies thereof, specifically Minnesota Statutes §363, will be subject to appropriate legal sanctions.

Shaw-Lundquist Associates Inc. has appointed Cynthia Trousdale, the EEO Coordinator, to manage the Equal Employment Opportunity Program. Her responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, as required by Federal, State and Local agencies. The Chief Financial Officer of this company will receive and review reports on the progress of the program. If any employee or applicant for employment believes he/she has been discriminated against, please contact **Cynthia Trousdale, 2757 West Service Road, St. Paul, MN, 55121, or call 651/454-0670.**


Cynthia Trousdale

Chief Financial Officer, Shaw-Lundquist Associates Inc.

General Contractors | Design-Builders | Construction Managers

2757 West Service Road ■ Saint Paul MN 55121 ■ ph 651 454 0670 ■ fx 651 454 7982 ■ shawlundquist.com

an equal opportunity employer

THIS CERTIFIES THAT

Shaw-Lundquist Associates, Inc.
dba Shaw-Lundquist Associates



* Nationally certified by the: **NORTH CENTRAL MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 236116; 236210; 236220; 238110; 238350; 238390; 238310

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

12/31/2020

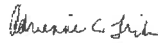
Issued Date

WS02515

Certificate Number

12/31/2021

Expiration Date


Adrienne Trimble



Heather N. Olson

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: **CENTRAL EDUCATION CENTER –
2021 RENOVATIONS
7145 HARRIET AVENUE SOUTH
RICHFIELD, MINNESOTA 55423**

BID TO: Independent School District #280
District Office Boardroom
7001 Harriet Avenue South
Richfield, Minnesota 55423

BID FROM: KUE Contractors, Inc.

We have examined the Contract Documents for the proposed Central Education Center 2021 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1, 2 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
 - a. Phase 1: Area "A" & "D". – August 20, 2021.
 - b. Phase 2: Area "B" & "C" (Classroom Wings) – August 20, 2021.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

_____ Dollars \$ 5,426,941.00

B. Alternates

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

- a. Alternate No. 1 – EPDM Reroof of Sloped Roofs

Add/Deduct _____ Dollars \$ 271,024.00

C. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

DATE December 15, 2020

FIRM NAME KUE Contractors, Inc.

OFFICIAL ADDRESS 130 Central Ave S, PO Box 408
Watkins, MN 55389

TELEPHONE NUMBER (320) 764-2525

FAX NUMBER (320) 764-2524

BY 

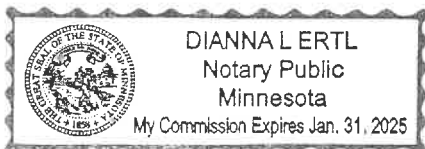
TITLE (Owner or Officer) Joseph L. Kuechle, President

STATE OF Minnesota)
)SS.
COUNTY OF Meeker)

Sworn to and subscribed to before me this 15th day of December 2020.

Notary Public, Meeker County, State of Minnesota

My Commission Expires: January 31, 2025



END OF SECTION 00 41 13

Dianna L. Ertl

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of KUE Contractors, Inc. (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:

- i. Is in compliance with workers' compensation and unemployment insurance requirements;
- ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
- iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
- iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;

2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:

- i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
- ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
- iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses 1 to 6.

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

CONTRACTOR OR SUBCONTRACTOR

KUE Contractors, Inc.

By: 

Its: Joseph L. Kuechle, President

STATE OF Minnesota)

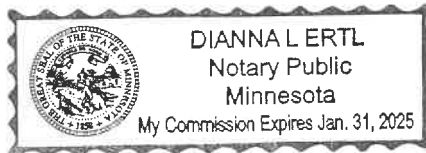
)SS.

COUNTY OF Meeker)

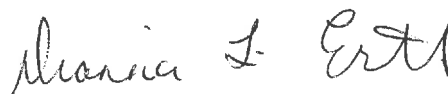
Sworn to and subscribed to before me this 15th day of December, 2020.

Notary Public, Meeker County, State of Minnesota

My Commission Expires: January 31, 2025



END OF SECTION 00 41 15





AIA

Document A310™ – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)*

KUE CONTRACTORS, INC.
130 CENTRAL AVENUE SOUTH
P.O. BOX 408
WATKINS, MN 55389

SURETY:*(Name, legal status and principal place of business)*

ATLANTIC SPECIALTY INSURANCE
COMPANY
605 HIGHWAY 169 NORTH, SUITE 800
PLYMOUTH, MN 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:*(Name, legal status and address)*

INDEPENDENT SCHOOL DISTRICT NO. 280
RICHFIELD PUBLIC SCHOOLS
7001 HARRIET AVENUE S
RICHFIELD, MN 55423

BOND AMOUNT:

Five Percent of the Amount of the Attached Bid----- (5%)

PROJECT:*(Name, location or address, and Project number, if any)*


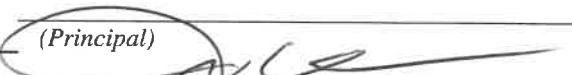


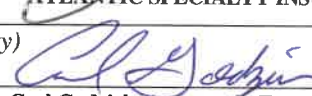

Central Education Center - 2021 Renovations, Richfield, Minnesota

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **15th** day of **December, 2020**

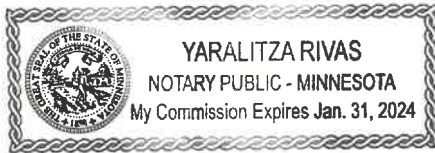
 _____ (Witness)	KUE CONTRACTORS, INC.  _____ (Principal)	 _____ (Seal)
 _____ (Witness)	(Title) Joseph L. Kuechle, President ATLANTIC SPECIALTY INSURANCE COMPANY (Surety)  _____ (Title) Carl Godziek, Attorney-in-Fact	 _____ (Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Hennepin)

On this 15th of December, 2020, before me personally appeared Carl Godziek to me known, who, being by me duly sworn, did depose and say: that s/he resides at Dayton, Minnesota, that s/he is the Attorney-in-Fact of ATLANTIC SPECIALTY INSURANCE COMPANY, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



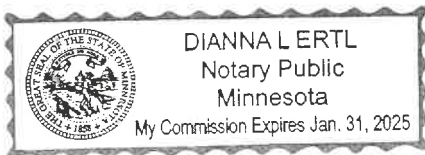
A handwritten signature in blue ink, appearing to read "Y. Rivas", written over a horizontal line.

Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of Minnesota)
County of Meeker)

On the 15th day of December, 2020, before me personally appeared Joseph L. Kuechle, to me known, who being by me first duly sworn, did depose and say that s/he resides in Watkins, MN, that s/he is the President of KUE CONTRACTORS, INC., the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.



A handwritten signature in black ink, appearing to read "Diana L. Lertl", written over a horizontal line.

Notary Public



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Michael J. Jacobs, Mary Jo Dingwall, Carl Godziek, Sean McBride, Yaratitza Rivas**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

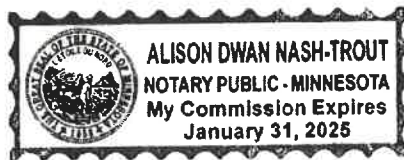
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 15th day of December, 2020

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: CENTRAL EDUCATION CENTER –
2021 RENOVATIONS
7145 HARRIET AVENUE SOUTH
RICHFIELD, MINNESOTA 55423

BID TO: Independent School District #280
District Office Boardroom
7001 Harriet Avenue South
Richfield, Minnesota 55423

BID FROM: CM Construction Company, Inc.

We have examined the Contract Documents for the proposed Central Education Center 2021 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1,2 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
 - a. Phase 1: Area "A" & "D". – August 20, 2021.
 - b. Phase 2: Area "B" & "C" (Classroom Wings) – August 20, 2021.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

Four million three hundred sixty thousand eight hundred Dollars \$ 4,366,800

B. Alternates

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

- a. Alternate No. 1 – EPDM Reroof of Sloped Roofs

② Deduct Two hundred sixty five thousand Dollars \$ 265,000

C. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

DATE 12/15/2020

FIRM NAME CM Construction Company, Inc.

OFFICIAL ADDRESS 12215 Nicollet Avenue South
Burnsville, MN 55337

TELEPHONE NUMBER (952) 895-8223

FAX NUMBER (952) 895-8183

BY  (Mary Lynn Peterson)

TITLE (Owner or Officer) President

STATE OF Minnesota)
)SS.
COUNTY OF Dakota)

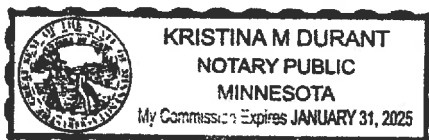
Sworn to and subscribed to before me this 15th day of Dec., 2020.

Notary Public, Hennepin County, State of Minnesota

My Commission Expires: 01/31/2025



END OF SECTION 00 41 13



SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of CM Construction Company, Inc. (Prime ~~XXXXXX~~) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
 - i. Is in compliance with workers' compensation and unemployment insurance requirements;
 - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
 - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
 - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
 - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;*
 - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses 1 to 6.

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

CONTRACTOR OR SUBCONTRACTOR
CM Construction Company, Inc.

By: 
Its: President (Mary Lynn Peterson)

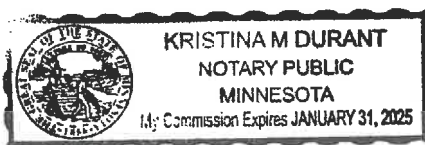
STATE OF Minnesota)
)SS.
COUNTY OF Dakota)

Sworn to and subscribed to before me this 15th day of December, 20 20 .

Notary Public, Hennepin County, State of Minnesota
My Commission Expires: 01/31/2025



END OF SECTION 00 41 15



Bid Bond

CONTRACTOR:

(Name, legal status and address)
CM Construction Company, Inc.

12215 Nicollet Ave S

Burnsville, MN 55337

OWNER:

(Name, legal status and address)
Independent School District No. 280, Richfield Public Schools

7001 Harriet Avenue S.
Richfield, MN 55423

BOND AMOUNT:

Five Percent (5%) of Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
Central Education Center - 2021 Renovations, 7145 Harriet Avenue South, Richfield, Minnesota 55423

SURETY:

(Name, legal status and principal place of business)

Western Surety Company

151 N Franklin Street
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of December, 2020.


(Witness)

CM Construction Company, Inc.
(Principal)


(Title) Mary Lynn Peterson, President


(Witness)

Western Surety Company
(Surety)


(Title) Joshua R. Loftis, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Dakota)

On this 15th day of December 2020, before me appeared Mary Lynn Peterson, to me personally known, who, being by me duly sworn, did say that he/she is the President of CM Construction Company, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Mary Lynn Peterson acknowledged said instrument to be the free act and deed of said corporation.

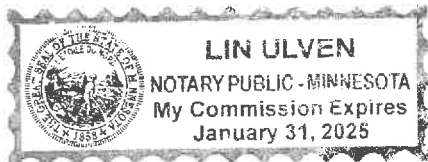


Kristina M. Durant
Notary Public Hennepin County, MAJ
My commission expires January 31, 2025

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 15th day of December 2020, before me appeared Joshua R. Loftis, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Western Surety Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Joshua R. Loftis acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public Ramsey County, Minnesota
My commission expires 1/31/2025

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kurt C. Lundblad, R. W. Frank, Jerome T. Ouimet, Nicole Stillings, Joshua R. Loftis, Rachel Thomas, Ted Jorgensen, Sandra M. Engstrum, Melinda C. Blodgett, Brian J. Oestreich, Lin Ulven, Colby D. White, R. C. Bowman, Emily White, Nathan Weaver, Individually

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of July, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of July, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of December - 2020



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: **CENTRAL EDUCATION CENTER –
2021 RENOVATIONS
7145 HARRIET AVENUE SOUTH
RICHFIELD, MINNESOTA 55423**

BID TO: Independent School District #280
District Office Boardroom
7001 Harriet Avenue South
Richfield, Minnesota 55423

BID FROM: Ebert, Inc. dba Ebert Construction

We have examined the Contract Documents for the proposed Central Education Center 2021 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1,2 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
 - a. Phase 1: Area "A" & "D". – August 20, 2021.
 - b. Phase 2: Area "B" & "C" (Classroom Wings) – August 20, 2021.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

Four Million Four Hundred twenty seven thousand Dollars \$ 4,427,000

B. Alternates

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.
 - a. Alternate No. 1 – EPDM Reroof of Sloped Roofs

Add/Deduct Two Hundred Seventy thousand Dollars \$ 270,000

C. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.


DATE 12/15/20

FIRM NAME Ebert, Inc. dba Ebert Construction

OFFICIAL ADDRESS 23350 County Road 10
Corcoran, MN 55357

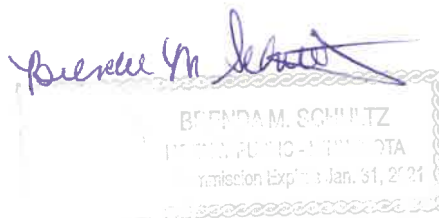
TELEPHONE NUMBER (763) 498-7844

FAX NUMBER (763) 498-9951

BY 

TITLE (Owner or Officer) Markus E. Ebert, Vice President / Secretary

STATE OF Minnesota)
)SS.
COUNTY OF Hennepin)



Sworn to and subscribed to before me this 15 day of Dec., 2020.

Notary Public, Hennepin County, State of Minnesota

My Commission Expires: 1/31/21

END OF SECTION 00 41 13

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Ebert Construction (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
 - i. Is in compliance with workers' compensation and unemployment insurance requirements;
 - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
 - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
 - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
 - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.


Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

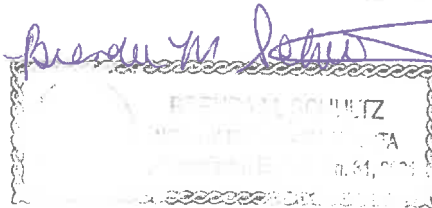
7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses 1 to 6.

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

CONTRACTOR OR SUBCONTRACTOR
Ebert, Inc. dba Ebert Construction

By: 
Its: Markus R. Ebert
Vice President / Secretary

STATE OF Minnesota)
)SS.
COUNTY OF Hennepin)



Sworn to and subscribed to before me this 15 day of December, 2020.

Notary Public, Hennepin County, State of Minnesota
My Commission Expires: 1/31/21

END OF SECTION 00 41 15

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Ebert, Inc. dba Ebert Construction
23350 County Road 10
Corcoran, MN 55357

OWNER:

(Name, legal status and address)

Independent School District No. 280
7001 Harriet Ave. S
Richfield, MN 55423

BOND AMOUNT: Five Percent of the Bid Submitted

PROJECT:

(Name, location or address, and Project number, if any)

Central Education Center 2021 Renovations

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **15th** day of **December** **2020**

Ebert, Inc. dba Ebert Construction


(Witness)

(Principal)

Markus Ross Ebert

(Title)

(Seal)

Vice President & Secretary


(Witness)

Merchants Bonding Company (Mutual)

(Surety)

(Title) **Megan Nicole Scott**

Attorney-In-Fact

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

ACKNOWLEDGMENT OF INDIVIDUAL

State of _____)
County of _____) ss.

ACKNOWLEDGMENT OF PRINCIPAL

On this _____ day of _____, before me personally appeared _____, known to me to be the individual whose name is subscribed on this bond form, who acknowledged that this bond was executed for the purposes therein contained.

Notary Seal

Notary Public

ACKNOWLEDGMENT OF PARTNERSHIP

State of _____)
County of _____) ss.

ACKNOWLEDGMENT OF PRINCIPAL

On this _____ day of _____, before me personally appeared _____, known to me to be a partner in the partnership whose name is subscribed on this bond form, who acknowledged to me that the bond was executed on behalf of the partnership for the purposes therein contained.

Notary Seal

Notary Public

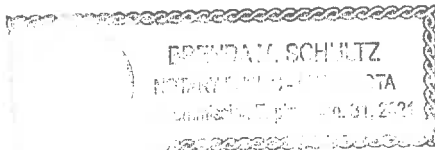
ACKNOWLEDGMENT OF CORPORATION

State of Minnesota)
County of Hennepin) ss.

ACKNOWLEDGMENT OF PRINCIPAL

On this 15 day of December 2020, before me personally appeared Markus Ross Ebert, who acknowledged that he or she is the Vice President of a corporation whose name is subscribed on this bond form, and that, as a corporate officer, he or she is authorized to execute the bond for the purposes therein contained.

Notary Seal



Brenda M. Schultz
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Hennepin) ss.

ACKNOWLEDGMENT OF SURETY

On this 15th day of December, 2020, before me personally appeared Megan Nicole Scott, who acknowledged that he or she is the attorney in fact who is authorized on behalf of Merchants Bonding Company, corporation, on the behalf of the corporation.

Notary Seal



Rita Carlson
Notary Public

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aileen Geving; Christine Scott; Christopher James; Dee Ann Briegel; Gregg K Boomgard; James Erickson; Janet L Roth; Jerod Blakestad; John C Klein; Karen J Hawkinson; Karla Deutsch Hunt; Kim Neary; Kristin B Schiferl; Kristin M Bakos; Larry Sumbs; Megan Nicole Scott; Michael Zahn; Rita Carlson; Stephen M Klein; Susan A Rieschl; Tracy Chehoski; Wendy M Schmid

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of September, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of September 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of December, 2020.



William Warner Jr.
Secretary

WORKFORCE

CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **EBERT CONSTRUCTION, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.

Certificate start date: **4/27/2018**

Certificate expiration date: **4/26/2022**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read "Kevin M. Lindsey", written over a horizontal line.

Kevin M. Lindsey, Commissioner

EQUAL PAY
CERTIFICATE OF COMPLIANCE

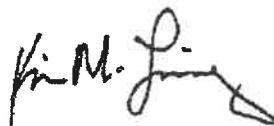
The Commissioner of the Minnesota Department of Human Rights by the signature below attests that EBERT CONSTRUCTION, INC. is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.44.

Certificate start date: August 7, 2018

Certificate expiration date: August 6, 2022

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: CENTRAL EDUCATION CENTER –
2021 RENOVATIONS
7145 HARRIET AVENUE SOUTH
RICHFIELD, MINNESOTA 55423

BID TO: Independent School District #280
District Office Boardroom
7001 Harriet Avenue South
Richfield, Minnesota 55423

BID FROM: Schreiber Mullaney Construction

We have examined the Contract Documents for the proposed Central Education Center 2021 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1, 2 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
 - a. Phase 1: Area "A" & "D". – August 20, 2021.
 - b. Phase 2: Area "B" & "C" (Classroom Wings) – August 20, 2021.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

Four Million Three Hundred Sixty Eight Thousand Eight Hundred Twenty. Dollars \$ 4,368,890.00

B. Alternates

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

- a. Alternate No. 1 – EPDM Reroof of Sloped Roofs

☒ Add/Deduct *Two Hundred Sixty Seven Thousand* Dollars \$ 267,000.00

C. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

DATE 12/15/20

FIRM NAME Schreiber Mullaney Construction

OFFICIAL ADDRESS 1286 Hudson Road
St. Paul, MN 55106

TELEPHONE NUMBER (651) 774-9440

FAX NUMBER (651) 774-9445

BY Bruce Schreiber

TITLE (Owner or Officer) Vice President

STATE OF Minnesota
COUNTY OF Ramsey)SS.

Sworn to and subscribed to before me this 15th day of December, 2020

Notary Public, Ramsey County, State of Minnesota

My Commission Expires: 01/31/22

Terri Feiertag



END OF SECTION 00 41 13

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Schreiber Mullaney Const. (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
 - i. Is in compliance with workers' compensation and unemployment insurance requirements;
 - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
 - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
 - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
 - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.


Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses 1 to 6.

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

CONTRACTOR OR SUBCONTRACTOR
Schreiber Mullaney Construction


By: Bruce Schreiber
Its: Vice President

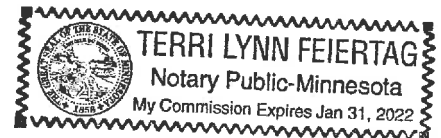
STATE OF Minnesota)
)SS.
COUNTY OF Ramsey)

Sworn to and subscribed to before me this 15th day of December, 2020.

Notary Public, Ramsey County, State of Minnesota
My Commission Expires: 01/31/22



END OF SECTION 00 41 15





Document A310TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Schreiber Mullaney Construction
Company, Inc.
1286 Hudson Road
Saint Paul, MN 55106

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

Liberty Mutual Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Independent School District No. 280
7001 Harriet Ave. S
Richfield, MN 55423

BOND AMOUNT: \$ Five Percent (5%) of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Central Education Center - 2021 Renovations


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of December 2020


(Witness)


(Witness)

Schreiber Mullaney Construction Company, Inc.

(Principal)

(Seal)


(Title) Bruce Schreiber Vice President

Liberty Mutual Insurance Company

(Surety)

(Seal)


(Title) Rita Carlson, Attorney in Fact

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF
COUNTY OF

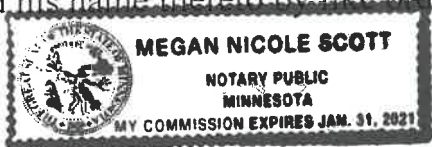
On this _____ day of _____, _____, before me personally appeared _____ to me known to be the person _____ described in and who executed the foregoing bond, and acknowledged that _____ he _____ executed the same as _____ free act and deed.

Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF HENNEPIN _____

On this _____ 4th _____ day of _____ December _____, 2020, before me personally came _____ Bruce Schreiber _____ to me known, who being by me duly sworn, did depose and say; that he is the _____ Vice President _____ of _____ Schreiber Mullaney Construction Company, Inc. _____, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



Megan Scott

Notary Public

SURETY ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF HENNEPIN

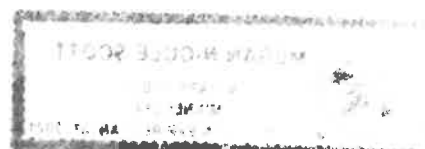
On this _____ 4th _____ day of _____ December _____, 2020, before me appeared _____ RITA CARLSON _____ to me personally known, who, being duly sworn, did say that she is the Attorney-in-Fact of _____ Liberty Mutual Insurance Company _____ of _____ Boston, MA _____

that the seal affixed to the foregoing instrument is the corporation seal of said corporation; that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she did also acknowledge that she executed the said instrument as the free act and deed of said Company.



Megan Scott

Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203359 - 190052

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kristin M. Bakos, Rita Carlson, Tracy Chehoski, Karla Deutsch-Hunt, John C. Klein, Stephen M. Klein, Wendy M. Schmit, Christine M. Scott, Megan Nicole Scott, Robert J. St. Arnold

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed hereto this 24th day of March, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: *David M. Carey*
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of March, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of December, 2020.



By: *Renee C. Llewellyn*
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: **CENTRAL EDUCATION CENTER –
2021 RENOVATIONS
7145 HARRIET AVENUE SOUTH
RICHFIELD, MINNESOTA 55423**

BID TO: Independent School District #280
District Office Boardroom
7001 Harriet Avenue South
Richfield, Minnesota 55423

BID FROM: Jorgenson Construction Inc.

We have examined the Contract Documents for the proposed Central Education Center 2021 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1, 2 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
 - a. Phase 1: Area "A" & "D". – August 20, 2021.
 - b. Phase 2: Area "B" & "C" (Classroom Wings) – August 20, 2021.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

Four million Six hundred Forty Five Thousand Dollars \$ 4,645,000.00

B. Alternates

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

- a. Alternate No. 1 – EPDM Reroof of Sloped Roofs

Add/Deduct Two hundred Seventy Four Thousand Dollars \$ 274,000.00

C. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

DATE 12/15/20

FIRM NAME Jorgenson Construction Inc.

OFFICIAL ADDRESS 9255 East River Road NW
Minneapolis, MN 55433

TELEPHONE NUMBER (763) 784-3877

FAX NUMBER (784) 784-1583

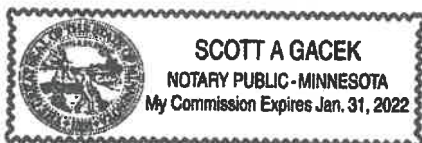
BY *Bruce L Jorgenson*
TITLE (Owner or Officer) Corporate Officer

STATE OF Minnesota)
)SS.
COUNTY OF Anoka)

Sworn to and subscribed to before me this 15th day of Dec., 20 20.

Notary Public, *Scott A Gacek* Anoka County, State of Minnesota

My Commission Expires: 1/31/22



END OF SECTION 00 41 13

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Jorgenson Construction, Inc.
9255 East River Road NW,
Coon Rapids, MN 55433

OWNER:

(Name, legal status and address)

Richfield Public Schools ISD #280
7001 Harriet Ave.
Richfield, MN 55423

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Central Education Center - 2021 Renovations

SURETY:

(Name, legal status and principal place of business)

Fidelity & Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

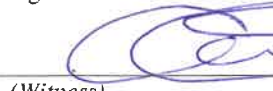
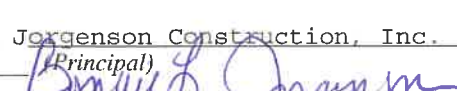
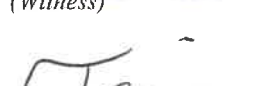


Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of December, 2020

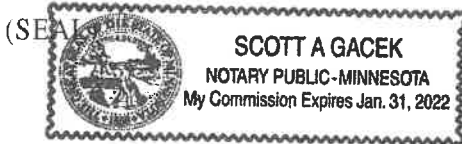
 (Witness)	 Jorgenson Construction, Inc. (Principal) (Seal)
 (Witness)	 Bonnie L. Jorgenson, Corp. officer Fidelity & Deposit Company of Maryland (Surety) (Seal)
	 (Title) Nicole M. Coty Attorney-in-fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota
COUNTY OF Anoka

On the 15th day of December, 2020, before me personally appeared, Bonnie L. Jorgenson to me, who being duly sworn, did depose and say: that s/he resides in Andover, MN that s/he is the Corp. Officer of the Jorgenson Construction, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.



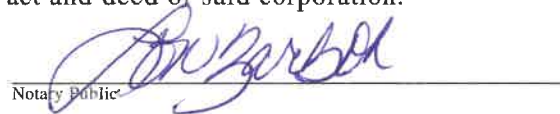

Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Dakota

On the 15th day of December, 2020 before me personally appeared, Nicole M. Coty to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Fidelity & Deposit Company of Maryland a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)


Notary Public



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Litton E.S. FIELD, Jr., Amanda PLANTENBERG, Nicole M. COTY, Patricia M. ROWAN, Jacqueline RILEY and Nicole M. SAJI**, all of **Mendota Heights, Minnesota**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all **bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

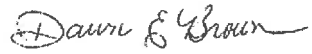
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 1st day of November, A.D. 2019.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: **Robert D. Murray**
Vice President


By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 1st day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of December, 2020.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclains@zurichna.com
800-626-4577

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Jorgenson Construction Inc. (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
 - i. Is in compliance with workers' compensation and unemployment insurance requirements;
 - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
 - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
 - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
 - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses 1 to 6.

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

CONTRACTOR OR SUBCONTRACTOR

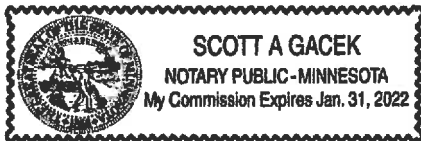
Jorgenson Construction Inc.

By: *Amie L Jorgenson*
Its: Corporate Officer

STATE OF Minnesota)
)SS.
COUNTY OF Anoka)

Sworn to and subscribed to before me this 15th day of December, 20 20.

Notary Public *Scott A Gacek* Anoka County, State of Minnesota
My Commission Expires: 1/31/22



END OF SECTION 00 41 15

MINUTES OF FIRST MEETING OF BOARD OF DIRECTORS

OF

JORGENSEN CONSTRUCTION, INC.

The first meeting of the Board of Directors of Jorgenson Construction, Inc. was held in the City of East Bethel, County of Anoka, State of Minnesota, at 1:00 p.m. on April 1, 1983.

Stanley M. Jorgenson, the director, was present. Stanley M. Jorgenson was chosen Chairman of the meeting. Bonnie L. Jorgenson was chosen Secretary of the meeting.

The Chairman stated that the first order of business was the election of officers. The following persons were nominated for the offices set forth after their respective names to serve until their successors are duly elected and qualified:

Stanley M. Jorgenson - Chief Executive Officer
Bonnie L. Jorgenson - Chief Financial Officer

No further nominations being made, the nominations were closed and a vote taken. The Chairman announced that the aforesaid persons had been duly elected to the offices set forth after their respective names to serve until their successors are duly elected and qualified.

On motion duly made and seconded, the following resolutions were unanimously adopted:

RESOLVED, that the form of Stock Certificate submitted to this meeting be adopted as the form of Stock Certificate of this Corporation and that the Chief Executive Officer and Chief Financial Officer are hereby authorized to issue said certificates on behalf of the Corporation.

RESOLVED, that the Corporation not adopt a corporate seal at this time.

RESOLVED, that all unpaid subscriptions of shareholders for shares of this Corporation are hereby due and payable in full to the Chief Financial Officer of the Corporation.

RESOLVED, that no By-Laws be adopted at this time.

RESOLVED, that the Chief Financial Officer or the Chief Executive Officer of the Corporation is hereby authorized to open a bank account or accounts in the name of the Corporation with Fidelity Bank and Trust Company, in the City of Minneapolis, State of Minnesota, for the deposit of the Corporation, such funds to be withdrawn by check drawn on said bank, signed by either the Chief Executive Officer, the Chief Financial Officer or any other person designated by the Board of Directors.

RESOLVED, that the Chief Executive Officer shall sign all notes, loans, leases and deeds on behalf of the Corporation. Either the Chief Executive Officer or the Chief Financial Officer may sign for permits and other related documents.

RESOLVED, that the Corporation shall elect to be taxed as a Subchapter S Corporation for its first fiscal year running from April 1, 1983 to October 31, 1983. Thereafter, the fiscal year of the Corporation shall be November 1 through October 31.

FURTHER RESOLVED, that this Corporation does hereby adopt a plan, a copy of which is attached hereto as Exhibit "A", to offer common stock of the Corporation for sale for money or property or both to all persons interested in purchasing the same, the quantity of said stock to consist of 10,000 shares, the maximum amount to be received by the Corporation in consideration for stock shall be \$100,000.00.

FURTHER RESOLVED, that this plan shall be and remain in full force and effect from the date hereof for a period of twenty-three months thereafter or the date on which the last share of the Corporation subject to this plan is issued, and shall thereafter terminate.

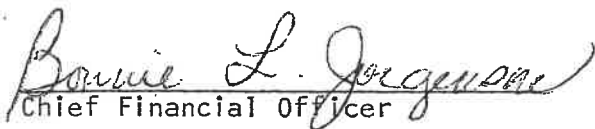
FURTHER RESOLVED, that this resolution shall not be deemed to be authorizing a public offering or sale of the securities except in accordance with the provisions of State and Federal laws relating to the public sale and offering of securities.

FURTHER RESOLVED, that this plan is adopted pursuant to the provisions of Section 1244 of the Internal Revenue Code of the United States.

There being no further business, on motion duly made and seconded, the meeting was adjourned.


Chief Executive Officer

Attest:


Chief Financial Officer

**ACTION IN WRITING OF BOARD OF DIRECTORS OF
JORGENSEN CONSTRUCTION INC.**

The undersigned, being the sole member of the Board of Directors of Jorgenson Construction Inc., a Minnesota corporation, acting pursuant to the provisions of Minnesota Statutes, in lieu of a meeting of the Board Of Directors of this corporation, do hereby adopt the following resolutions, effective March 1, 2020:

RESOLVED: that the following persons are nominated and unanimously elected to the offices set forth after their names, to serve until their successors are duly elected and qualified:

Stanley M. Jorgenson – Chief Executive Officer

Bonnie L. Jorgenson – Chief Financial Officer

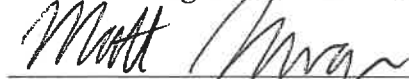
Matthew M. Jorgenson – Vice President

Steven McMahon – Vice President of Construction

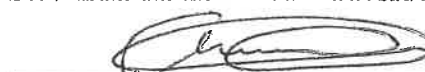
Aaron Weed – Chief Operating Officer


Stanley M. Jorgenson – Chief Executive Officer


Bonnie L. Jorgenson – Chief Financial Officer


Matthew M. Jorgenson – Vice-President


Steven McMahon – Vice President of Construction


Aaron Weed – Chief Operating Officer

Dated: 3/1/2020

NEW BUSINESS- FOR ACTION

Agenda Item VI.H

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 4, 2021

Subject: Revised SRO Contract

(Recommended by the Superintendent)

That the Board of Education approve the attached revised contract with the City of Richfield Department of Public Safety for the services of School Resource Officers. This contract remains in effect as revised for the remainder of the 2020-2021 school year. All contracts with the SRO program expire at the end of the 2020-2021 school year. Determination of any possible future contract will occur in the coming months prior to the end of the current school year.

Changes and clarifications include:

- A clear delineation of primary duties of the school liaison officers, including community policing, safety, community activities, instruction, climate/culture, and additional duties (pages 1-3)
- Clarification of parameters of work and methods of evaluation (Exhibit A, pages 12-13)
- Additional clarifications include recommendations for plain clothes uniform, concealed weapons and non-running vehicles to the fullest extent possible.

Attached:
SRO Contract

CONTRACT FOR SERVICES

This Contract is entered into between **Richfield Public Schools District 280**, “District”, a special school district created and existing under the laws of Minnesota, and **the City of Richfield**, through the **Department of Public Safety**, “Contractor” (collectively “parties”) to provide services of Police/School Liaison Officers.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on **July 1, 2020** or the date of the last signature of the parties, whichever is later, and shall remain in effect until **June 30, 2021**, or until the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with the following provisions of this Contract intended to survive the completion, expiration or termination of this Contract; paragraphs 6,7,8,12,13,14,15,1,6,17,and 18.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District’s Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor’s OWN RISK and as a volunteer.

2 *SCOPE OF WORK*

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A (“Scope of Work”). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

The primary duties of the Police/School Liaison Officers will be to participate in crime prevention activities including the following:

1. Community Policing:

- a. Develop positive relationships with the youth of Richfield Public Schools
- b. Participate in community and school efforts to promote positive youth development.
- c. Establish and communicate a clear “why” of officer decisions to become an SRO, including presentations, webinars and public sharing, meaning the SRO continues their current practice of engaging students in healthy police-student relationships.

2. Safety:

- a. Proactively partner with administration on issues related to school safety



- b. Promote the safety and welfare of students by working with the administrators and staff of the District's Middle and Senior High Schools in the prevention of delinquency and the investigation of criminal or delinquent conduct.
 - c. Perform investigations of incidents occurring in the schools, and make proper referrals of petitions to court as serious matters may require.
 - d. Advise school administration on matters relating to school building security and occupant safety.
 - e. Support safe routes to school programming along with traffic support as available and appropriate if officer uniform requirements allow
 - f. Maintain awareness of all criminal or delinquency investigations or interrogations being done in the schools and, when necessary, assist other officers in the performance of their duties.
 - g. Deter crime, delinquency, child abuse, and neglect and assist school administration in determining the proper course of action when physical violence, disorder, or similar problems involving the school population arise
- 3. Community Support Activities:
 - a. Plan towards the creation and implementation of police activity league in partnership with district Beacons program
 - b. Continue student coaching/mentoring programs in partnership with district advisory programs, specifically in partnership with school-sponsored activities
 - c. Continue to implement specific in person and virtual office hours to be available to community members
- 4. Instruction
 - a. Provide speakers on age appropriate subjects to present to Middle School students as requested by the Middle School Principal.
 - b. Plan for and implement, as appropriate and in alignment with the district advisory program and/or health education coursework, education related to law enforcement, crime and drug abuse prevention, and safety programs.
 - c. Partner with the district advisory program to support safety and prevention education
- 5. Climate/Culture:
 - a. Provide consultation related to overall school and district safety
 - b. Encourage positive attitudes toward the law, law enforcement and the responsible exercise of authority.
 - c. Participate in district social emotional/climate culture/racial justice training, if agreed upon in advance by the RPD and RPS leadership. This agreement will be based on officer availability and participation that would extend learning for the SRO beyond the RPD currently provided trainings.

6. Additional:

- a. Perform other duties and assume other responsibilities as may be agreed to between the Director of Public Safety and the building Principals.

2.2 The Scope of Work (described in Exhibit A) and all services to be provided by Contractor are subject to applicable state and federal data privacy laws, including but not limited to Minnesota Statutes, Chapter 13. Such laws shall govern and prevail over any conflicting provisions in this Contract.

3 GENERAL TERMS AND CONDITIONS

3.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

3.2 The contract dollar amount shall be a maximum of \$81,427 for Richfield Public Schools. Officer will be present at Richfield Middle School on Mondays and Wednesdays during the hybrid instructional period for Richfield Public Schools. Officer will be present at Richfield Senior High School on Tuesdays and Thursdays during the hybrid instructional period for Richfield Public Schools. In this model, officers will be responsible for proactive support to the middle school and high school for days when students are not in the buildings. Both officers will work with the other schools in the district as necessary.

3.3 Should the district transition from hybrid to full-time in-person school, an officer will be present five days per week in both Richfield Middle School and Richfield Senior High Schools. Both officers will work with the other schools in the district as necessary.

4 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

4.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans,

as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

5 BACKGROUND CHECKS

5.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with students under this Contract. Background checks will be done prior to any contact with students and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C. Section 5119a and 42 U.S.C. Section 14501-05.

5.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

6 DATA PRIVACY

6.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept classified in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements because it is a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

6.2 **Government Data Practices Act.** The parties are on notice that all contracts entered into by a government entity must include a notice that the requirements of Minn. Stat. §13.05 subd.11 apply or may apply to this agreement.

7 OWNERSHIP OF MATERIAL

7.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

8 USE OF DISTRICT NAME OR LOGO

8.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

9 INDEPENDENT CONTRACTOR

9.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

9.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

10 WORKER HEALTH, SAFETY AND TRAINING

10.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that

are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

11 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

- 11.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

12 INSURANCE

- 12.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.
- 12.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.
- 12.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.
- 12.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

13 INDEMNIFICATION

- 13.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach



of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

14 LIMITATION ON LIABILITY

14.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract.

15 CONFLICT OF INTEREST/CODE OF ETHICS

15.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation of any applicable laws or District policies.

16 COMPLIANCE WITH LAWS AND DEBARMENT

16.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor represents that it and its employees who are required to be licensed in the State of Minnesota are licensed and have no suspension or other limitation on those licenses. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

17 TERMINATION

17.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs



incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided. The District reserves the right to direct the Contractor not to provide services during the thirty (30) day period. In that event, the District shall pay the Contractor on a pro rata or other equitable basis as determined by the District in its sole discretion.

17.2 The District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. Failure to maintain confidentiality of records, failure to maintain licensure and failure to timely provide criminal background checks are examples of causes for which termination may be made. These examples are not exclusive. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause. The District reserves the right to direct the Contractor not to provide services during the seven (7) day period. In that event, the District shall pay the Contractor on a pro rata or other equitable basis as determined by the District in its sole discretion.

17.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

18 RETURN OF DATA

18.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction. Contractor's destruction of any data is subject to applicable records retention laws, which shall prevail over any obligation under this Contract.

18.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in

connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction. Contractor's destruction of any data is subject to applicable records retention laws, which shall prevail over any obligation under this Contract.

19 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Richfield Public Schools District 280

Attn: Steven Unowsky
7001 Harriet Avenue South
Richfield, MN 55423

Richfield City Manager

Attn: Katie Rodriguez
City of Richfield
6700 Portland Ave. South
Richfield, MN 55423

20 ACKNOWLEDGMENT

- 20.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2)

21 NON-WAIVER

- 21.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

22 ASSIGNMENT



22.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

23 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

23.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

24 WARRANTY

24.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

25 SEVERABILITY



25.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

26 SURVIVABILITY

26.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

Richfield Public Schools District 280

By: _____
Steven Unowsky, Superintendent

Date: _____

City of Richfield

By: _____

Name: _____
(Printed)

Title: _____

Date: _____

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

City of Richfield to provide school resource officer support to **Richfield Public Schools** for the period of July 01, 2020 through June 30, 2021.

Parameters of work

1. School resource officers are expected to be trained, knowledgeable and in compliance with all Richfield Public Schools policies related to data, police supports, and police relationships.
2. School Resource Officer will report to duty in plain clothes with a concealed weapon to the fullest extent possible. When a uniform is required, preference shall be for less formal uniform dress. It is understood that some police vehicles must remain running due to the extensive electronic equipment. Preference shall be for police vehicles to be turned off when not in use to the fullest extent possible.
3. Should there be a need for a new School Resource Officer, selection or removal of personnel is at the discretion of the chief of police per department policy and union contracts. While the decision is the responsibility of the chief of police, consultation and/or collaboration in these decisions will occur in partnership with the superintendent or designee.

Method of Evaluation

1. Information from school staff into the resource officers' evaluation will occur as part of the yearly evaluation from the officer's supervisor. The school district annually conducts climate surveys, including questions related to the presence and performance of School Resource Officers. This information will be shared and discussed at the annual evaluation to be held June 2021, which will consist of a meeting between the building principal and the superintendent/designee and the supervisor of the officer.
2. School administration will be responsible to create a summary report on the amount and type of school resource officer services provided to students and families both formally and informally, along with the services provided to school and district administration related to school/district security, police actions and other supports to the mission of Richfield Public Schools.

4. At least twice yearly, there shall be a collaborative meeting between the school resource officer, building administrator and superintendent or designee related to overall performance goals, roles and outcomes. This meeting shall be supported by a weekly check in to relay any law enforcement, security, or other operational concerns to the building principal or designee.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 4, 2021

Subject: Donations

(Recommended by the Superintendent)

That the Board of Education accept the following donations with gratitude.

Richfield Dual Language School received a donation of 30 Spanish-language books valued at a total of \$335.70 from Cynthy Mandl of Richfield.

The Richfield Public Schools General Fund received donations of \$25.00 from Michelle Burnside of Richfield, \$10.00 from Lisa Ferrara of Freehold, NJ, and \$5.00 from an anonymous donor through GiveMN.

The Richfield Public Schools Sunshine Fund received donations of \$200.00 from an anonymous donor and \$5.00 from Michael Kleinhans of Sioux Falls, SD through GiveMN.