

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*

Tuesday, January 21, 2020
6:00 pm Study Session with Legislators to Review Legislative Platform
7:00 pm School Board Meeting
District Board Room

- I. CALL TO ORDER
- II. REVIEW AND APPROVAL OF THE AGENDA
- III. INFORMATION AND PROPOSALS -- NON-ACTION ITEMS
 - A. Public Comment
 - B. Superintendent Update
 - 1. American Indian Education Presentation
 - 2. Beacons Presentation
- IV. CONSENT AGENDA
 - A. Routine Matters
 - 1. Minutes of the regular meeting held January 6, 2020
 - 2. General Disbursements as of January 14, 2020 for \$486,232.48
 - B. Personnel Items
- V. OLD BUSINESS
 - A. Policy 112, 112.1 and 112.2 Administrative Guidelines - Wellness-Nutrition Services Operations and Meal Charges
 - B. Policy 546 Use of Peace Officers and Crisis Teams to Remove Students with IEP's from School Grounds
 - C. Represent A School Assignments
 - D. 2020 Board Liaison Assignments

VI. NEW BUSINESS

- A. Pay Equity Report
- B. Bid Authorization – Richfield High School – Partial Re-Roofing Project
- C. Beacons Contract
- D. Miscellaneous Pay Rates for Year 2019-2020
- E. Master Agreement with Classified Management Team for years 2019-2020 and 2020-2021
- F. Master Agreement with Management Team for years 2019-2020 and 2020-2021
- G. Donations

VII. ADVANCE PLANNING

- A. Legislative Update
- B. Information and Questions from Board
- C. Future Meeting Dates
 - 2-3-20 7:00 p.m. Regular Board Meeting
Richfield STEM School Presentation
Vision Card D
 - 2-18-20 7:00 p.m. Regular Board Meeting – Public Comment
Student Presentations for District Improvement
- D. Suggested/Future Agenda Items

VIII. ADJOURN REGULAR MEETING

Enriching and accelerating learning



RICHFIELD
PUBLIC SCHOOLS

RPS American Indian Education Update

January 21, 2020

Enriqueciendo y acelerando el aprendizaje

American Indian Parent Advisory Committee

Role of the AIPAC

The parent committee is composed of parents/guardians of American Indian/Native American students attending Richfield Public Schools. This group of parents meets every other month and serve in an advisory role for the American Indian Education program as well as helping plan and hold family events.

Parent Advisory Committee

- Chair: Rebecca Cleys (3 Daughters attend Centennial)
- Co-Chair: Lisa Turgeon (Son attends RMS)
- Member: Rachel Kupcho (Daughter attends R-STEM)
- Member: Andrea Koskie (Son attends RMS, Daughter attends RDLS)

Native student count

Identified student total:

- SY16-17, 96 students
- SY17-18, 117 students
- SY18-19, 127 students
- SY 19-20, 132 students

Documented Tribal membership 506 form(qualification for federal funding Title VI):

- SY16-17, 13 forms
- SY17-18, 30 forms
- SY18-19 42 forms
- SY 19-20 TBD (Part 1 of Title VI Federal Funding)

Student totals per site:

RHS: 22

RCEP: 1

RMS: 34

Centennial: 13

RSTEM: 31

Sheridan Hills: 17

RDLS: 10

Central Education Center: 4

Funding sources

Current:

- State Funding- MDE American Indian Education
 - 19/20 school year: \$53,294
- Federal Funding-Title VI Office of Indian Education
 - Eligibility determined by completed 506 forms.
 - 16/17 school year: 13 forms=\$4,000
 - 17/18 school year: 30 forms= \$7,500
 - 18/19 school year: 42 forms= \$10,000
 - 19/20 school year: TBD

American Indian Education Program Goals Aligned to World's Best Workforce

Goal 1: All American Indian (AI) Children Ready for School

100% of identified AI K (5) students will meet grade level proficiency on the MAP/CPAA assessment by spring of 2019.

Goal 2: All AI Third-graders Achieve Grade Level Literacy

60% of 3rd grade AI students(13) will meet proficiency on Spring 2019 MCA reading test.

Goal 3: All Achievement Gaps Closed for AI Students

Decrease proficiency gap between all white and AI students in grades 3-8, and 10 in the district on the state MCA reading test.

Goal 4: All AI Students Attain Career and College Readiness

100% of our AI high school students visit two or more colleges and universities.

50% of AI high school students take at least one or more AP or honors classes.

Goal 5: All AI Students Graduate from High School

4 seniors, 100% four-year graduation rate

New Program Highlights SY 19-20

- Free school supplies for Native families in grades K-5. Over 30 Native students received school supplies.
- Partner with City of Richfield to change Columbus Day to Indigenous Peoples Day. Continued collaboration with the City of Richfield to plan a community event for Indigenous Peoples Day October 12, 2020 (event will be open to all, awarded \$2,000 grant from Richfield Foundation).
- “Birthday book” for all Native students in grades PK-12. All Native students receive a free Native authored book.
- RDLS Native student book club.
- State funding used to pay full cost for Eagle Bluff field trip for 5 Native students. MDE IEPP : “American Indian Education will support AI families by ensuring AI students attain the same experiences and opportunities that are offered to all students. American Indian Education will make sure AI students are able to attend school sponsored field trips and other events throughout the year by removing any cost related barriers.”



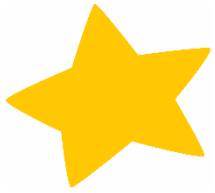
Upcoming Highlights

- Continued partnership with South Metro Indian Education Committee (Richfield Public Schools, Burnsville Public Schools, Lakeville Public Schools, Hastings Public Schools, Farmington Public Schools, District 196, and SMSC.)
- Ongoing Drum and Dance classes with South Metro Indian Ed Committee.
- Ongoing College visits (2 more this year, TBD)
- Ongoing Richfield Family/cultural nights (TBD)
- South of The River Powwow on May 2nd.
- Public hearing (presentation on Title VI) per Title VI requirement will be held this Spring.

Parent Committee Vote of Concurrence

- Each year the members of the parent committee vote on if they “agree with the contents and implementations of the Indian Education Program Plan and commit to evaluating the IEPP at the end of the school year to ensure that it is continuing to meet the needs of American Indian Students.”
- All parent committee members voted concurrence on 1/13/20.





Vision & Goals



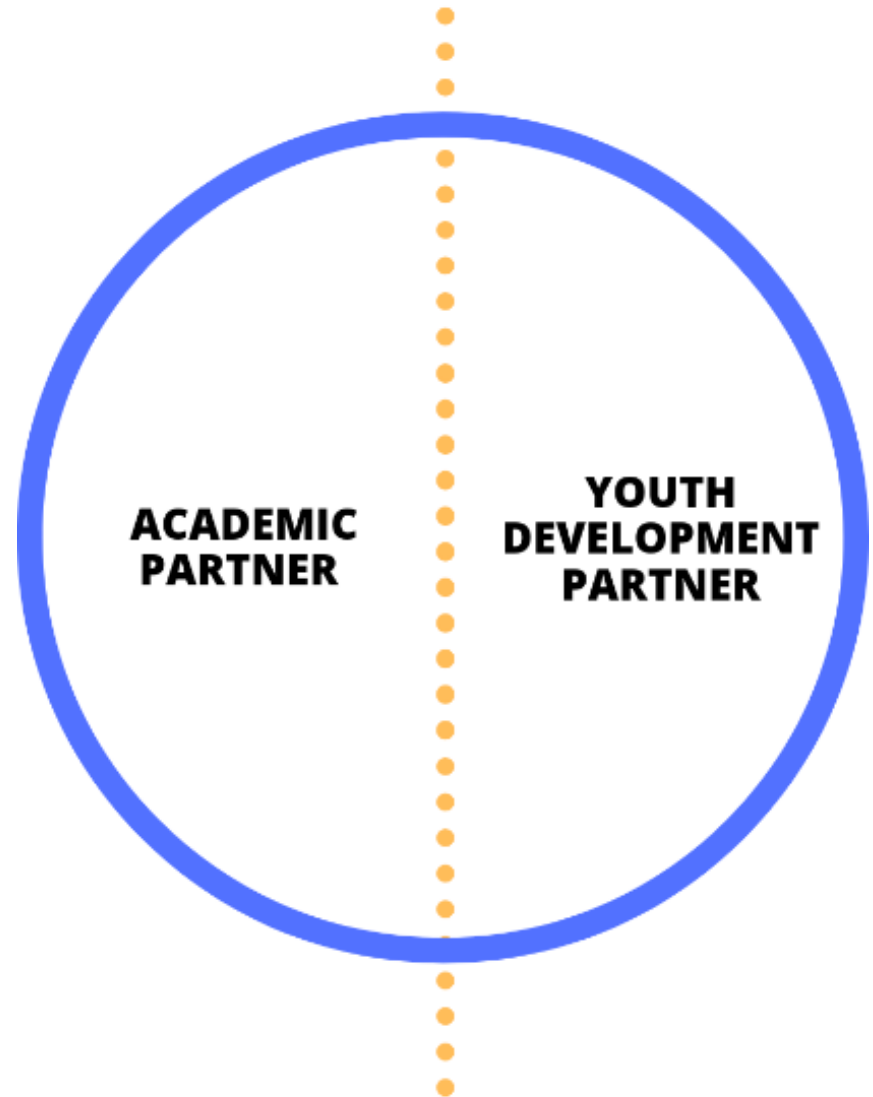
Vision: Beacons youth succeed as 21st Century leaders and learners

Goals of the Partnership

- Ensure access to high quality out-of-school time opportunities
- Youth have opportunities to develop 21st Century skills to prepare for college, work, and life
- Youth increase their school and community connectedness
- Youth increase their academic achievement and are on track for high school graduation
- Schools, community partners, and stakeholders work collaboratively and coordinate resources

Collaborative Partnership

- **Strong leadership**
- **Expertise**
- **Communication**
- **Coordination**
- **Joint planning**



Richfield Beacons Network



RICHFIELD
PUBLIC SCHOOLS



BOYS & GIRLS CLUBS
OF THE TWIN CITIES



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Richfield Beacons Network Director



Welcome Amy Vilayrack!

Amy.Vilayrack@ymcamn.org



Centennial Elementary Beacons



Enrollment

160 enrolled

90 per day

★ After School Clubs ★

Tumbling

Girls Group

Boys Group

Gym Games

Arts & Crafts

Literacy

Richfield Middle School Beacons



Enrollment

150 enrolled

50 per day

★ After School Clubs ★

Art

Cooking

Gym Games

Video Games

Homework Heroes

Girls, Boys, Gender Neutral
Groups

Richfield High School Beacons



Enrollment

160 enrolled

30 per day

★ After School Clubs ★

Boxing

Cosmetology

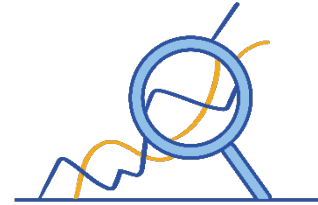
Scrapbooking

Video Gaming

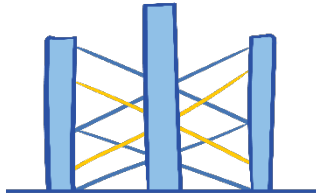
The Beacons Network



Resource Development



Data Driven Culture



**Cross-agency Professional
Development**



Collective Vision



Citywide Youth Engagement



RICHFIELD BEACONS CELEBRATION

We invite you as a key community leader to celebrate newly launched youth programming in Richfield. Let's dream together about collective impact in the future!

**Thursday, February 20th at 3:45 p.m.
Richfield Middle School**

Beacons engage young people as 21st Century leaders and learners to create equitable schools and communities.

Join us for a tour, presentations, and to see our innovative programs in action!



What's Next?

- ★ Summer planning
- ★ Expanding partnerships
- ★ Data system and planning
- ★ System development
- ★ Participatory action research

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	V2000494	12/04/2019	P-CARD BAIRD LISA	R	4,980.60
01	V2000496	12/04/2019	P-CARD BRUNNER PATTI	R	5,630.87
01	V2000497	12/04/2019	P-CARD BURT STEPHANIE	R	705.14
01	V2000498	12/04/2019	P-CARD CARUSO MATTHEW	R	258.65
01	V2000499	12/04/2019	P-CARD CRUZ ESTEVA JENNIFER	R	223.77
01	V2000500	12/04/2019	P-CARD FINDLEY LAMPKIN MELISSA	R	962.70
01	V2000501	12/04/2019	P-CARD FINKE RYAN	R	231.57
01	V2000502	12/04/2019	P-CARD FLUCAS STEVEN	R	45.00
01	V2000503	12/04/2019	P-CARD GACEK SARAH	R	1,057.31
01	V2000504	12/04/2019	P-CARD GARCIA DIANA	R	744.54
01	V2000505	12/04/2019	P-CARD GEURINK AREND	R	2,286.93
01	V2000506	12/04/2019	P-CARD GULLICKSON KEVIN	R	166.26
01	V2000507	12/04/2019	P-CARD HAUPT PAM	R	94.24
01	V2000508	12/04/2019	P-CARD HINES CARLONDREA	R	1,967.73
01	V2000509	12/04/2019	P-CARD KRETSINGER DAN	R	1,789.92
01	V2000510	12/04/2019	P-CARD LANZENDORFER TERRI	R	6,898.17
01	V2000511	12/04/2019	P-CARD MACE CHRISTI JO	R	887.82
01	V2000512	12/04/2019	P-CARD MAHONEY COLLEEN	R	913.08
01	V2000513	12/04/2019	P-CARD MARYN ANGELA	R	4,612.67
01	V2000514	12/04/2019	P-CARD MCGINN DAN	R	789.47
01	V2000515	12/04/2019	P-CARD MCNAUGHTON COMMERS CAROLE	R	175.01
01	V2000516	12/04/2019	P-CARD POMERLEAU DORIS	R	1,121.15
01	V2000517	12/04/2019	P-CARD SHAHSAVAND MARTA	R	2,202.08
01	V2000518	12/04/2019	P-CARD STACHEL NANCY	R	1,429.36
01	V2000519	12/04/2019	P-CARD VALLEY JENNIFER	R	688.45
01	V2000520	12/04/2019	P-CARD WINTER AMY	R	1,792.82
01	V2000521	12/04/2019	P-CARD ZEHNPENNIG ELIZABETH	R	152.91
01	V2000522	12/04/2019	P-CARD LEWIS JENNIFER	R	1,292.53
01	296090	12/12/2019	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	1,222.50
01	296091	12/12/2019	BUSINESS ESSENTIALS	R	163.97
01	296092	12/12/2019	DICKS LAKEVILLE SANITATION INC	R	6,662.95
01	296093	12/12/2019	FATH CUTTER, NOELLA	R	2,880.00
01	296094	12/12/2019	REGION 1 INFORMATION MGMT SERVICE	R	585.00
01	296095	12/12/2019	RICHFIELD ICE ARENA	R	3,150.00
01	296096	12/12/2019	VOSS ELECTRIC CO	R	256.50
01	296097	12/17/2019	ROHN INDUSTRIES INC DBA SHRED RIGHT	R	630.00
01	296098	12/18/2019	ALLIED PROFESSIONALS, INC.	R	428.19
01	296099	12/18/2019	ARVIG ENTERPRISES INC	R	1,357.90
01	296100	12/18/2019	BATTERIES R US	R	1,829.75
01	296101	12/18/2019	BAYADA	R	1,110.00
01	296102	12/18/2019	BEN FRANKLIN ELECTRIC INC	R	404.00
01	296103	12/18/2019	BERRY COFFEE COMPANY INC.	R	188.02
01	296104	12/18/2019	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	8,736.00
01	296105	12/18/2019	BRINK'S INCORPORATED	R	1,588.71
01	296106	12/18/2019	BSI MECHANICAL, INC.	R	3,362.38
01	296107	12/18/2019	BSN SPORTS, LLC	R	1,078.02
01	296108	12/18/2019	BUCK HILL INC.	R	2,700.00
01	296109	12/18/2019	BUSINESS ESSENTIALS	R	262.04
01	296110	12/18/2019	CAPTIVATE MEDIA & CONSULTING	R	1,240.00

01	296111	12/18/2019	CARQUEST AUTO PARTS	R	157.00
01	296112	12/18/2019	CDW GOVERNMENT INC	R	3,942.50
01	296113	12/18/2019	CENTURYLINK	R	110.57
01	296114	12/18/2019	CINTAS CORPORATION NO 2	R	511.38
01	296115	12/18/2019	CITY OF RICHFIELD	R	17,675.08
01	296116	12/18/2019	CITY OF RICHFIELD	R	6,817.59
01	296117	12/18/2019	CITY OF RICHFIELD	R	267.00
01	296118	12/18/2019	COMMERCIAL KITCHEN	R	210.00
01	296119	12/18/2019	CONTEMPORARY TRANSPORTATION LLC	R	3,610.00
01	296120	12/18/2019	CUB FOODS	R	609.87
01	296121	12/18/2019	DARK KNIGHT SOLUTIONS, LLC	R	350.00
01	296122	12/18/2019	DEMCO MEDIA	R	151.30
01	296123	12/18/2019	DENNY'S 5TH AVENUE BAKERY	R	234.60
01	296124	12/18/2019	DIGI INTERNATIONAL, INC.	R	330.00
01	296125	12/18/2019	DIGITAL INSURANCE LLC	R	3,468.00
01	296126	12/18/2019	DIVERSIFIED SNACK DISTRIBUTION	R	1,051.12
01	296127	12/18/2019	ECOLAB INC	R	619.86
01	296128	12/18/2019	EHLERS & ASSOCIATES	R	3,575.00
01	296129	12/18/2019	FAIRCON SERVICE COMPANY	R	482.50
01	296130	12/18/2019	FASTENAL INDUSTRIAL	R	70.85
01	296131	12/18/2019	FIREFLY COMPUTERS, LLC	R	2,560.00
01	296132	12/18/2019	FOSTER DALE	R	62.00
01	296133	12/18/2019	FUN ENGINEERZ LLC	R	990.00
01	296134	12/18/2019	FURTHER	R	5,400.00
01	296135	12/18/2019	GAGNON DANIEL J	R	105.00
01	296136	12/18/2019	GOEBEL JUDITH K	R	250.00
01	296137	12/18/2019	WW GRAINGER INC	R	976.98
01	296138	12/18/2019	GSSC-GENERAL SECURITY SERVICE	R	112.95
01	296139	12/18/2019	H BROOKS AND COMPANY LLC	R	1,669.26
01	296140	12/18/2019	HAMMER SPORTS LLC	R	61.00
01	296141	12/18/2019	HEARTLAND PAYMENT SYSTEMS INC	R	27,400.00
01	296142	12/18/2019	HENNEPIN COUNTY TREASURER	R	3,979.25
01	296143	12/18/2019	HENRY SIBLEY HIGH SCHOOL	R	220.00
01	296144	12/18/2019	HILLYARD	R	9,441.32
01	296145	12/18/2019	HOGLUND BUS CO INC	R	436.94
01	296146	12/18/2019	HOME DEPOT U.S.A.	R	1,085.55
01	296147	12/18/2019	HONDA FINANCIAL SERVICES	R	256.00
01	296148	12/18/2019	HOPE CHURCH	R	13,988.75
01	296149	12/18/2019	HR SIMPLIFIED INC.	R	623.00
01	296150	12/18/2019	HUGHES MATTHEW	R	35.00
01	296151	12/18/2019	IIX INSURANCE INFORMATION EXCHANGE	R	63.65
01	296152	12/18/2019	INTERMEDIATE DISTRICT 287	R	112,946.97
01	296153	12/18/2019	INTERNATIONAL OFFICE TECHNOLOGIES	R	1,218.00
01	296154	12/18/2019	JAYTECH, INC	R	18.25
01	296155	12/18/2019	JW PEPPER & SON INC	R	7.50
01	296156	12/18/2019	KENDALL HUNT PUBLISHING CO	R	2,083.20
01	296157	12/18/2019	LANGUAGE LINE SERVICE	R	733.02
01	296158	12/18/2019	LANGUAGE TESTING INTERNATIONAL, INC	R	70.00
01	296159	12/18/2019	LOFFLER	R	1,144.95
01	296160	12/18/2019	MENARDS - RICHFIELD	R	75.29

01	296161	12/18/2019	METROPOLITAN MECHANICAL CONTRACTOR	R	1,203.83
01	296162	12/18/2019	MIDWEST BUS PARTS INC	R	761.85
01	296163	12/18/2019	MINNESOTA MEMORY, INC.	R	1,679.97
01	296164	12/18/2019	MN DEPT OF LABOR AND INDUSTRY	R	460.00
01	296165	12/18/2019	MOORHEAD MACHINERY & BOILER COMPAN	R	2,037.77
01	296166	12/18/2019	THE PROPHET CORPORATION	R	93.54
01	296167	12/18/2019	MSDSOONLINE	R	5,999.00
01	296168	12/18/2019	NOVACARE REHABILITATION	R	7,667.00
01	296169	12/18/2019	NUSS TRUCK & EQUIPMENT	R	2,210.00
01	296170	12/18/2019	OCCUPATIONAL MEDICINE CONSULTANTS	R	338.50
01	296171	12/18/2019	PAN O GOLD BAKING CO	R	998.90
01	296172	12/18/2019	PAPCO, INC.	R	363.56
01	296173	12/18/2019	HOLISTIC KNEADS LLC	R	150.00
01	296174	12/18/2019	PITNEY BOWES GLOBAL FINANCIAL SVC	R	1,104.42
01	296176	12/18/2019	PLAINVIEW MILK PRODUCTS COOPERATIVE	R	18,542.90
01	296177	12/18/2019	PREMIUM WATERS INC	R	26.00
01	296178	12/18/2019	RATWIK ROSZAK & MALONEY PA	R	5,159.00
01	296179	12/18/2019	SANDERS CRAIG	R	62.00
01	296180	12/18/2019	SCHOOL SPECIALTY INC	R	12.56
01	296181	12/18/2019	SEAQUEST ROSEVILLE LLC	R	147.50
01	296182	12/18/2019	SMITH GARY	R	125.00
01	296183	12/18/2019	SNOWFLAKE DESIGNS	R	404.87
01	296184	12/18/2019	SOURCEWELL TECHNOLOGY	R	1,534.00
01	296185	12/18/2019	PARK ADAM TRANSPORTATION	R	180.00
01	296186	12/18/2019	STMA HIGH SCHOOL	R	220.00
01	296187	12/18/2019	SUMMIT COMPANIES	R	549.60
01	296188	12/18/2019	TIRE TOWN INC	R	116.00
01	296189	12/18/2019	TOLL COMPANY	R	43.32
01	296190	12/18/2019	TOP YOUTH SPEAKERS	R	5,000.00
01	296191	12/18/2019	TRIO SUPPLY COMPANY	R	4,755.65
01	296192	12/18/2019	TWIN CITY TRANSPORTATION	R	83,315.10
01	296193	12/18/2019	UHL COMPANY INC	R	693.00
01	296194	12/18/2019	UNITED HEALTHCARE	R	153.20
01	296195	12/18/2019	UNITED HEALTHCARE INSURANCE CO	R	479.54
01	296196	12/18/2019	UNIVERSITY OF MINNESOTA	R	33,495.00
01	296197	12/18/2019	US DEPARTMENT OF EDUCATION AWG	R	130.82
01	296198	12/18/2019	VALLEY RICH CO INC	R	20,873.35
01	296199	12/18/2019	VELOCITY DRAIN SERVICES INC	R	1,775.00
01	296200	12/18/2019	VICTORIA DANCE PRODUCTIONS, INC.	R	252.00
01	296201	12/18/2019	WARNING LITES OF MINNESOTA INC	R	170.00
01	296202	12/18/2019	ALLSTATE PETERBILT OF S ST PAUL	R	1,096.89
01	296203	12/18/2019	XCEL ENERGY	R	28.43
01	296204	12/19/2019	DISTRICT 3 DECA	R	440.00
01	V609594	12/19/2019	KATHERINE E CABIESES	R	33.06
01	V609595	12/19/2019	ROSALBA CUATE PLIEGO	R	149.98
01	V609596	12/19/2019	JAMES A GILLIGAN	R	17.98
01	V609597	12/19/2019	DONNAMARIE HARDY	R	43.96
01	V609598	12/19/2019	JONATHAN W HEYER	R	134.46
01	V609599	12/19/2019	RUTH E JAMIESON	R	144.18
01	V609600	12/19/2019	RACHAEL G LENMARK	R	38.12

01	V609601	12/19/2019	MARTHA MALAGON AVILA	R	149.82
01	V609602	12/19/2019	ANGELA M MARYN	R	530.96
01	V609603	12/19/2019	LI J MATTSON	R	150.00
01	V609604	12/19/2019	CALLEN M MCINNES	R	15.66
01	V609605	12/19/2019	SHERRI L MEDVEC	R	150.00
01	V609606	12/19/2019	MARY M MEYER	R	99.95
01	V609607	12/19/2019	YURI MORALES-LOPEZ	R	139.93
01	V609608	12/19/2019	ERIN H NEILON	R	36.50
01	V609609	12/19/2019	JAMES R PADDOCK	R	83.52
01	V609610	12/19/2019	STEVEN C PEER	R	27.35
01	V609611	12/19/2019	STEPHANIE A POPP	R	432.55
01	V609612	12/19/2019	RENEE C REED-KARSTENS	R	23.20
01	V609613	12/19/2019	LEADRIANE L ROBY	R	207.18
01	V609614	12/19/2019	MAUREEN E RUHLAND	R	50.81
01	V609615	12/19/2019	GRACE E SACHER	R	110.73
01	V609616	12/19/2019	LU ANN N TAUER STONE	R	66.98
01	V609617	12/19/2019	REBECCA S WALD	R	62.53
01	V609618	12/19/2019	KASYA L WILLHITE	R	159.08
01	V609619	12/19/2019	MELISSA J WILLIAMS	R	9.46
01	V609620	12/19/2019	JENNIFER L.B. WOLDUM	R	138.04
01	V609621	12/19/2019	AUBREE M YUNKER	R	170.48
01	296205	12/20/2019	FAIRCON SERVICE COMPANY	R	797.56
01	296206	12/20/2019	GROUP MEDICAREBLUE RX	R	6,510.00
01	296207	12/20/2019	PCS REVENUE CONTROL	R	11,747.39
01	296208	12/20/2019	SFM	R	7,589.00
01	296209	12/20/2019	SHULMAN & BUSKE PLLC	R	2,173.06
01	296210	12/20/2019	PARK ADAM TRANSPORTATION	R	80,608.00
01	296211	12/20/2019	US DEPARTMENT OF EDUCATION AWG	R	130.82
01	296212	12/20/2019	WELCH VILLAGE SKI AREA	R	300.00
01	296213	12/23/2019	ALL FURNITURE INC	R	4,655.21
01	296214	12/23/2019	ALL STATE COMMUNICATIONS INC	R	26,657.00
01	296215	12/23/2019	BRAUN INTERTEC CORP	R	10,144.00
01	296216	12/23/2019	HOBART SERVICE	R	496.05
01	296217	12/23/2019	ICS CONSULTING INC	R	87,085.29
01	296218	12/23/2019	INNOVATIVE OFFICE SOLUTIONS LLC	R	67,662.62
01	296219	12/23/2019	INSTITUTE FOR ENVIROMENTAL	R	21,804.61
01	296220	12/23/2019	INTEREUM, INC	R	88,057.74
01	296221	12/23/2019	JUNK MASTERS LLC	R	1,475.00
01	296222	12/23/2019	LS BLACK CONSTRUCTORS, INC.	R	543,298.39
01	296223	12/23/2019	MACQUEEN EQUIPMENT, LLC	R	27,738.00
01	296224	12/23/2019	MAVO SYSTEMS INC	R	26,433.75
01	296225	12/23/2019	TITAN ENVIROMENTAL, INC.	R	114,434.62
01	296226	12/23/2019	TRIMARK HOCKENBERGS	R	94.50
01	296227	12/23/2019	WOLD ARCHITECTS AND ENGINEERS	R	352,840.63
01	296228	12/27/2019	ALLIED PROFESSIONALS, INC.	R	1,056.77
01	296229	12/27/2019	ANDERSON KEVVAN J	R	79.00
01	296230	12/27/2019	BACHMANS INC	R	37.64
01	296231	12/27/2019	BOSE THOMAS N	R	69.00
01	296232	12/27/2019	BOWERS CHRISTOPHER	R	20.00
01	296233	12/27/2019	BOWERS JULIA	R	20.00

01	296234	12/27/2019	BSN SPORTS, LLC	R	189.99
01	296235	12/27/2019	BULK BOOK STORE	R	734.40
01	296236	12/27/2019	BUMGARNER TERRY	R	77.00
01	296237	12/27/2019	BUSINESS ESSENTIALS	R	313.87
01	296238	12/27/2019	CANON USA	R	3,922.16
01	296239	12/27/2019	CAPITAL ONE COMMERCIAL	R	162.79
01	296240	12/27/2019	CBP REPAIR	R	1,370.08
01	296241	12/27/2019	CDW GOVERNMENT INC	R	226.82
01	296242	12/27/2019	CEP ART & DESIGN	R	1,552.50
01	296243	12/27/2019	COMMERCIAL KITCHEN	R	3,842.80
01	296244	12/27/2019	DAVICK BRADLEY C	R	217.00
01	296245	12/27/2019	DAVIES KENDRICK	R	40.00
01	296246	12/27/2019	DEVRIES AARON	R	20.00
01	296247	12/27/2019	DIVERSIFIED SNACK DISTRIBUTION	R	619.75
01	296248	12/27/2019	DOOR SERVICE COMPANY OF THE TWIN CI	R	5,763.00
01	296249	12/27/2019	ECM PUBLISHERS INC	R	101.15
01	296250	12/27/2019	EDUCATORS BENEFIT CONSULTANTS LLC	R	260.80
01	296251	12/27/2019	FINANGER PHILLIP J	R	35.00
01	296252	12/27/2019	FOSTER DALE	R	62.00
01	296253	12/27/2019	FUN EXPRESS LLC	R	131.39
01	296254	12/27/2019	GAERTNER FRANK	R	69.00
01	296255	12/27/2019	GLYNN KYLE	R	217.00
01	296256	12/27/2019	GORSHE LISA	R	70.00
01	296257	12/27/2019	GRAHAM THOMAS	R	100.00
01	296260	12/27/2019	H BROOKS AND COMPANY LLC	R	18,414.02
01	296261	12/27/2019	HANSEN BRIAN	R	79.00
01	296262	12/27/2019	HAWKINS INC	R	2,708.24
01	296263	12/27/2019	HILLYARD	R	5,596.50
01	296264	12/27/2019	HUYER DEVRIES JANINE	R	40.00
01	296265	12/27/2019	IDEAL ENERGIES LLC	R	992.09
01	296266	12/27/2019	INDOFF INC	R	607.23
01	296267	12/27/2019	INNOVATIVE OFFICE SOLUTIONS LLC	R	1,279.60
01	296268	12/27/2019	JUAN DE DIOS MOLINA ESCARDON	R	35.00
01	296269	12/27/2019	KARNAS LUCAS M	R	79.00
01	296270	12/27/2019	KEE-BOWLING BONNIE	R	77.00
01	296271	12/27/2019	KINECT ENERGY INC	R	29,620.59
01	296272	12/27/2019	LAKESHORE LEARNING MATERIALS	R	300.78
01	296273	12/27/2019	LARSON KEITH	R	50.00
01	296274	12/27/2019	MACKIN BOOK COMPANY	R	699.40
01	296275	12/27/2019	MAHONEY JEFFREY R	R	217.00
01	296276	12/27/2019	MARX JAMES P	R	217.00
01	296277	12/27/2019	MATH LEARNING CENTER	R	321.00
01	296278	12/27/2019	MIDWEST AUDIO VISUAL	R	220.00
01	296279	12/27/2019	MOORE SABASTIAN	R	62.00
01	296280	12/27/2019	MULTILINGUAL WORD INC	R	1,377.25
01	296281	12/27/2019	NAVARO RAYMOND	R	61.00
01	296282	12/27/2019	NEW LIFE ENTERPRISE	R	270.00
01	296283	12/27/2019	OKEY CHRIS	R	50.00
01	296284	12/27/2019	PAN O GOLD BAKING CO	R	616.80
01	296285	12/27/2019	INNOCENT TECHNOLOGIES LLC	R	26,250.00

01	296286	12/27/2019	PLASTIC BAGMART	R	1,612.20
01	296287	12/27/2019	RAMIREZ JASMIN	R	40.00
01	296288	12/27/2019	RAMSAY THOMAS	R	135.00
01	296289	12/27/2019	RATWIK ROSZAK & MALONEY PA	R	5,065.18
01	296290	12/27/2019	RICHFIELD READY	R	15.00
01	296291	12/27/2019	RUPP ANDERSON SQUIRES & WALDSPURGER	R	10,051.38
01	296292	12/27/2019	RYAN JEANNIE M	R	568.27
01	296293	12/27/2019	SCHOOL SPECIALTY INC	R	126.48
01	296294	12/27/2019	SCIENCE MUSEUM OF MN	R	145.66
01	296295	12/27/2019	TAYLOR JASON	R	70.00
01	296296	12/27/2019	TOENSING KARI	R	40.00
01	296297	12/27/2019	TOENSING PETER	R	40.00
01	296298	12/27/2019	TRIO SUPPLY COMPANY	R	2,413.03
01	296299	12/27/2019	TYLER TECHNOLOGIES, INC.	R	2,850.00
01	296304	12/27/2019	UPPER LAKES FOODS	R	73,231.28
01	296305	12/27/2019	WE NEAL SLATE CO	R	4,590.00
01	296306	12/27/2019	WILSON HOPE	R	40.00
01	296307	12/27/2019	WILSON JOHN P	R	20.00
01	296308	12/27/2019	XCEL ENERGY	R	2,822.03
01	296225	12/30/2019	TITAN ENVIROMENTAL, INC.	V	-114,434.62
01	296309	12/30/2019	MN DLI	R	1,145.00
01	296310	12/30/2019	ALLIED PROFESSIONALS, INC.	R	196.88
01	296314	12/30/2019	AMAZON.COM SYNCB/AMAZON	R	7,113.84
01	296315	12/30/2019	BAYADA	R	2,415.00
01	296316	12/30/2019	MACMH	R	338.30
01	296317	12/30/2019	MADISON NATIONAL LIFE INS CO INC	R	13,293.83
01	296318	12/30/2019	MN DLI	R	1,620.00
01	296319	12/30/2019	MULTILINGUAL WORD INC	R	158.00
01	296320	12/30/2019	SCHOOL SERVICE EMPLOYEES UNION	R	8,541.39
01	296321	12/30/2019	UNITED STATES TREASURER	R	430.00
01	V609622	01/02/2020	DAVID M BOIE	R	70.00
01	V609623	01/02/2020	PATRICK L BURRAGE	R	70.00
01	V609624	01/02/2020	KATHERINE E CABIESES	R	40.00
01	V609625	01/02/2020	MIRIAM A CASTRO SANJUAN	R	40.00
01	V609626	01/02/2020	PHIL N CEDER	R	40.00
01	V609627	01/02/2020	MARY L CLARKSON	R	70.00
01	V609628	01/02/2020	TIA B CLASEN	R	70.00
01	V609629	01/02/2020	JOHNNY R COOK	R	70.00
01	V609630	01/02/2020	LATANYA R DANIELS	R	70.00
01	V609631	01/02/2020	GEORGE A DENNIS	R	35.00
01	V609632	01/02/2020	RYAN D FINKE	R	70.00
01	V609633	01/02/2020	PETER J FITZPATRICK	R	40.00
01	V609634	01/02/2020	STEVEN T FLUCAS	R	70.00
01	V609635	01/02/2020	MICHAEL L FRANKENBERG	R	70.00
01	V609636	01/02/2020	JAMES A GILLIGAN	R	70.00
01	V609637	01/02/2020	CHRISTINA M GONZALEZ	R	70.00
01	V609638	01/02/2020	KYLE L GUSTAFSON	R	40.00
01	V609639	01/02/2020	KEVIN D HARRIS	R	40.00
01	V609640	01/02/2020	PAM A HAUPT	R	70.00
01	V609641	01/02/2020	JAMES L HILL	R	40.00

01	V609642	01/02/2020	CARLONDREA D HINES	R	70.00
01	V609643	01/02/2020	JESSICA M HOFFMAN	R	40.00
01	V609644	01/02/2020	CRAIG D HOLJE	R	70.00
01	V609645	01/02/2020	MARY J IHLEN	R	70.00
01	V609646	01/02/2020	CORY J KLINGE	R	70.00
01	V609647	01/02/2020	DANIEL E KRETSINGER	R	70.00
01	V609648	01/02/2020	ANOOP KUMAR	R	40.00
01	V609649	01/02/2020	COLLEEN M MAHONEY	R	70.00
01	V609650	01/02/2020	DANIEL P MCGINN	R	40.00
01	V609651	01/02/2020	DOUG R MCMEEKIN	R	70.00
01	V609652	01/02/2020	CAROLE R MCNAUGHTON-COMMERS	R	70.00
01	V609653	01/02/2020	MARY PAT MESLER	R	70.00
01	V609654	01/02/2020	KENT D MEYER	R	70.00
01	V609655	01/02/2020	ERIN H NEILON	R	40.00
01	V609656	01/02/2020	BRENDA K NIELSEN	R	70.00
01	V609657	01/02/2020	ROBERT G OLSON	R	40.00
01	V609658	01/02/2020	RENEE C REED-KARSTENS	R	40.00
01	V609659	01/02/2020	KEITH D RIEF	R	40.00
01	V609660	01/02/2020	LEADRIANE L ROBY	R	70.00
01	V609661	01/02/2020	TERESA L ROSEN	R	70.00
01	V609662	01/02/2020	MAUREEN E RUHLAND	R	40.00
01	V609663	01/02/2020	MARTA I SHAHSAVAND	R	70.00
01	V609664	01/02/2020	BRADLEY J SHURTS	R	70.00
01	V609665	01/02/2020	NANCY J STACHEL	R	70.00
01	V609666	01/02/2020	PATRICK M SURE	R	40.00
01	V609667	01/02/2020	VLADIMIR S TOLEDO	R	40.00
01	V609668	01/02/2020	IAN D TOLENTINO	R	40.00
01	V609669	01/02/2020	STEVEN P UNOWSKY	R	270.00
01	V609670	01/02/2020	STEPHEN C URBANSKI	R	40.00
01	V609671	01/02/2020	CARRIE A VALA	R	70.00
01	V609672	01/02/2020	JENNIFER K VALLEY	R	70.00
01	V609673	01/02/2020	RYAN WAGNER	R	40.00
01	V609674	01/02/2020	REBECCA S WALD	R	40.00
01	V609675	01/02/2020	KASYA L WILLHITE	R	70.00
01	V609676	01/02/2020	AMY J WINTER AHSENMACHER	R	70.00

TOTAL P-CARD, CHECKS & E-PAYS

2,146,853.05

P-CARDS, E-PAY & CHECK RUNS FOR 01/06/2020 BOARD REPORTS

BANK 05	DATE	AMOUNT
P-CARDS (paid 12/4/19)	12/4/2019	44,100.75
CHECKS	12/12/2019	14,920.92
	12/17/2019	630.00
	12/18/2019	460,952.13
	12/19/2019	440.00
	12/20/2019	109,855.83
	12/23/2019	1,258,442.79
	12/27/2019	215,496.92
	12/30/2019	35,252.24
E-Pays	12/19/2019	3,376.47
	1/2/2020	3,385.00

CHECK REGISTER BANK 05 TOTAL =	2,146,853.05
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BREAKDOWN

01-206-00	512,047.50
02-206-00	177,413.05
03-206-00	176,419.43
04-206-00	10,947.99
06-206-00	1,261,443.78
07-206-00	3,575.00
08-206-00	0.00
20-206-00	3,487.74
21-206-00	1,518.56
47-206-00	0.00
50-206-00	0.00

BANK TOTAL =	2,146,853.05
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SUPERINTENDENT'S REPORT AND MINUTES

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 6, 2020
7:00 pm Organizational School Board Meeting
District Board Room

CALL TO ORDER of the BOARD ORGANIZATIONAL MEETING

The organizational meeting of the Board of Education of ISD 280, Hennepin County, Richfield, Minnesota was held on Monday, January 6, 2020, in the District Boardroom. Chair Crystal Brakke called the Organizational Board Meeting to order at 7:00 pm with the following school board members in attendance: Pollis, Cole, Maleck, Smisek, and Toensing.

Student Representative Naomi Ferguson was also present.

Administrators present were Superintendent Unowsky, Assistant Superintendent Roby, Chief HR & Admin Officer Holje, Executive Director Clarkson, Assistant Principals Flucas and Finke, Teacher Magnuson, Directors Nielsen and Valley.

Administer Oath of Office to Newly Elected Board Member – Allegra Smisek

All three Board Members who were elected/re-elected have signed and completed their Oath of Office. As a new board member, Allegra Smisek will publicly take her Oath of Office:

“I swear/affirm that I will support the Constitution of the United States and of this state, and that I will discharge faithfully the duties of the office of school board member of Independent School District Number 280 to the best of my judgment and ability.”

ELECTION OF OFFICERS

Election of Chair Brakke

Nominated by Maleck, seconded by Cole, and unanimously carried.

Election of Vice Chair Pollis

Nominated by Cole, seconded by Toensing, and unanimously carried.

Election of Clerk Maleck

Nominated by Toensing, seconded by Pollis, and unanimously carried.

Election of Treasurer Cole

Nominated by Pollis, seconded by Maleck, and unanimously carried.

REVIEW AND APPROVAL OF THE AGENDA

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

INFORMATION AND PROPOSALS -- NON-ACTION ITEMS

Superintendent Update

1. Richfield Middle School Presenting
2. Where We Are: Enrollment and Class Size Report
3. Superintendent Goals Update

CONSENT AGENDA

Motion by Pollis, seconded by Cole, and unanimously carried, the Board of Education approved the consent agenda.

Routine Matters

1. Minutes of the regular meeting held December 16, 2019
2. General Disbursements as of January 2, 2020 for \$2,146,853.05

Personnel Items

Management Team Resignation

Pam Haupt- Director of Food & Nutrition Services

Classified Management Resignation

Bradley Shurts- Technology Support Specialist

Certified Full Time Position for Employment – 1st Year Probation

Keith Encalada- Global Language Spanish – Senior High

Certified Full Time Request to Extend Leave of Absence- Child Care

Lauren Brooks – Pre-K – Sheridan Hills

Certified Full Time Resignation

Linnea Swenson Tellekson – Special Education – RSTEM

Classified Part Time Position for Employment – Paraprofessional

Linnea Swenson Tellekson- Special Ed. Para – District wide

Classified Part Time Retirement – Paraprofessional

Stephanie Bedor- 35 hr/wk Special Ed. Para – Sheridan Hills

Classified Part Time Resignation – Facilities & Transportation

Michael Healy – approx. 27.5 hr/wk Bus Driver – Garage

Classified Part Time Resignation – Paraprofessional

Kokou Kah – 35 hr/wk Special Ed. Para – Middle School

OLD BUSINESS

A. RSTEM Change Orders #11, #12, #13

Motioned by Maleck, seconded by Toensing, and unanimously carried, the Board of Education approved Change Orders #11, #12, #13 for RSTEM.

B. RHS Change Orders #10, #11, #12

Motioned by Toensing, seconded by Smisek, and unanimously carried, the Board of Education approved Change Orders #10, #11, #12 for RHS.

C. 112.2 Administrative Guidelines - Wellness-Nutrition Services Operations and Meal Charges

112.2 Administrative Guidelines will be brought back for further review as well as review of Policy 112 and Administrative Guidelines 112.1.

D. Resolution – Amended List of Polling Places for 2020

Motioned by Cole, seconded by Maleck, and unanimously carried, the Board of Education adopted the resolution as follows:

WHEREAS, Minnesota Statute 204B.16, subd.1 requires Richfield Public Schools, by ordinance or resolution, to designate polling places for the upcoming year; and

WHEREAS, changes to the polling places locations may be made at least 90 days before the next election if one or more of the authorized polling places becomes unavailable for use; and

WHEREAS, changes to the polling place locations may be made in the case of an emergency when it is necessary to ensure a safe and secure location for voting; and

NOW, THEREFORE, BE IT RESOLVED, Richfield Public Schools hereby designates the following polling places for elections conducted in the city as well as residents in non-Richfield precincts in 2020;

Precinct No. 1
Ward 3

Mt. Calvary Education Building
6541 16th Avenue

Precinct No. 2
Ward 2

St. Peter's Catholic Church
6730 Nicollet Avenue

<u>Precinct No. 3</u> Ward 1	Church of Peace 6345 Xerxes Avenue
<u>Precinct No. 4</u> Ward 1	St. Richard's Catholic Church 7540 Penn Avenue
<u>Precinct No. 5</u> Ward 1	Woodlake Lutheran Church 2120 West 76 th Street
<u>Precinct No. 6</u> Ward 2	Central School Building 7145 Harriet Avenue
<u>Precinct No. 7</u> Ward 2	Hope Presbyterian Education Facility 7132 Portland Avenue
<u>Precinct No. 8</u> Ward 3	Richfield Dual Language School (RDLS) 7001 Elliot Avenue
<u>Precinct No. 9</u> Ward 3	House of Prayer 7625 Chicago Avenue
<u>Precinct No.14</u> Ward 1	Church of Peace 6345 Xerxes Avenue
<u>Precinct No.16</u> Ward 1	Church of Peace 6345 Xerxes Avenue
<u>Precinct No.17</u> Ward 1	Church of Peace 6345 Xerxes Avenue
<u>Precinct No.18</u> Ward 1	Church of Peace 6345 Xerxes Avenue
<u>Fort Snelling P-01</u>	Mt. Calvary Education Building 6541 16th Avenue

NOW, THEREFORE, BE IT RESOLVED by Richfield Public Schools that the nine locations listed above are the designated 2020 polling locations in Richfield.

Adopted by Richfield Public Schools this 6th day of January, 2020.

RECESS

Motion by Brakke, seconded by Maleck, and unanimously carried, the Board of Education approved moving into a short recess at 8:34 p.m.

NEW BUSINESS

A. Resolution Rejecting Bid and Awarding Contract for Richfield Middle School 2019 Renovations Project

WHEREAS, in November 2019, the District solicited bids for construction work at the Richfield Middle School;

WHEREAS, by Addendum No. 2 dated November 25, 2019, the District re-issued and provided prospective bidders a new bid form to utilize in the bidding process, which form included a requirement that bidders provide an alternate price for a fire alarm system and a unit price for plaster repair;

WHEREAS, Corval Constructors, Inc. submitted the apparent low dollar bid in the amount of \$16,522,000;

WHEREAS, Corval failed to utilize the proper bid form disseminated with the November 25, 2019 Addendum, and failed to provide an alternate price for the fire alarm system and a unit price for plaster repair as required by the re-issued bid form;

WHEREAS, the bid form submitted by Corval also contains an alteration. Specifically, the apparent original bid amount was manually crossed out and a new number, without being initialed, was inserted by handwriting;

WHEREAS, Minn. Stat. § 123B.52, subd. 1 states that a bid containing an uninitialed alteration must be rejected;

WHEREAS, while the District reserved the right in the invitation to bid to waive minor irregularities, the District may not allow material variations from bid requirements;

WHEREAS, Corval's failure to properly bid the required fire alarm alternate and provide a unit price for plaster work are material variations because they would give Corval a substantial benefit over other bidders that properly bid the fire alarm alternate and provided a unit price for plaster work.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Richfield Middle School 2019 Renovation project bid of Corval Constructors, Inc. is rejected as non-compliant and non-conforming for the reasons set forth herein.
2. The Richfield Middle School 2019 Renovation project contract is awarded to Shaw-Lundquist Associates, Inc. in the amount of \$16,701,000.

Motion by Pollis, seconded by Maleck, the board was polled and the following members voted in favor of the Resolution: Cole, Toensing, Smisek, Brakke, Maleck, Pollis;

And the following voted against the same: None

Whereupon said Resolution was declared duly passed and adopted.

B. Memorandum of Agreement – Driver Hiring and Referral Incentives

Motion by Pollis, seconded by Toensing, and unanimously carried, the Board of Education approved the Memorandum of Agreement – Driver Hiring and Referral Incentives.

C. Policy 546 Use of Peace Officers and Crisis Teams to Remove Students with IEP's from School Grounds

Policy 546 will be brought back for further review.

D. Vote for Appointment of Crystal Brakke to the 287 School Board

Motion by Toensing, seconded by Maleck, and unanimously carried, the Board approved the appointment of Brakke to the 287 School Board.

E. Review 2019 Represent A School Assignments

We will review the Represent A School Assignments at the next meeting.

F. Review Board Liaison Assignments

We will bring the Liaison Assignments back to the next meeting for further review.

G. Set Honorarium for Board Members and Board Officers

Motion by Pollis, seconded by Toensing, and unanimously carried, the Board of Education accepted the existing honorarium as proposed.

H. Donations

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

ADVANCE PLANNING

A. Legislative Update

Tuesday, January 21 - Legislative Study Session with local legislators

AMSD Legislative preview will occur on Friday, February 7, 7:30am – 10:00am

B. Information and Questions from Board

Maleck will not be able to attend the January 21st meeting.

C. Future Meeting Dates

1-21-20	*Tuesday 6:00 p.m.	Study Session with Legislators
	7:00 p.m.	Regular Board Meeting – Public Comment Indian Education Presentation Beacons Presentation
2-3-20	7:00 p.m.	Regular Board Meeting Richfield STEM School Presentation

D. Suggested/Future Agenda Items

ADJOURN REGULAR MEETING

Motion by Pollis, seconded by Cole, and unanimously carried, the Board of Education adjourned the meeting at 9:14 p.m.

FUND	CHECK	DATE	VENDOR	TYPE	TOTAL
01	296322	01/06/2020	SUSAN NIKONSUK	R	50.00
01	296323	01/08/2020	ACOSTA MICHAEL FREDERICK	R	79.00
01	296324	01/08/2020	ARAMARK	R	155.94
01	296325	01/08/2020	ARREYA DIGITAL SIGNAGE SUITE	R	2,682.00
01	296326	01/08/2020	ARTEDUTC LLC	R	2,334.00
01	296327	01/08/2020	BARNES & NOBLE BOOK	R	433.15
01	296328	01/08/2020	BATTERIES R US	R	11,654.30
01	296329	01/08/2020	BEN FRANKLIN ELECTRIC INC	R	440.00
01	296330	01/08/2020	BERG JASON	R	79.00
01	296331	01/08/2020	BOWERS CHRISTOPHER	R	20.00
01	296332	01/08/2020	BRAMBILLA'S LEASE SYSTEMS, INC	R	2,161.00
01	296333	01/08/2020	BUMGARNER TERRY	R	77.00
01	296334	01/08/2020	CARQUEST AUTO PARTS	R	1,027.71
01	296335	01/08/2020	CDW GOVERNMENT INC	R	1,971.25
01	296336	01/08/2020	CHARLES PARNELL	R	79.00
01	296337	01/08/2020	CHRISTIAN NICHOLAS	R	85.00
01	296338	01/08/2020	CITY OF RICHFIELD	R	6,652.50
01	296339	01/08/2020	COMCAST	R	266.90
01	296340	01/08/2020	COMCAST BUSINESS	R	243.13
01	296341	01/08/2020	CONTINENTAL RESEARCH CORP	R	633.97
01	296342	01/08/2020	DEISTING ASHLEY	R	79.00
01	296343	01/08/2020	DERKSEN CAROLYN	R	79.00
01	296344	01/08/2020	DEVRIES AARON	R	20.00
01	296345	01/08/2020	DOOR SERVICE COMPANY OF THE TWIN CI	R	4,268.00
01	296346	01/08/2020	EASTERN CARVER COUNTY SCHOOLS	R	930.75
01	296347	01/08/2020	EASYPERMIT POSTAGE	R	2,021.48
01	296348	01/08/2020	ECOLAB INC	R	874.78
01	296349	01/08/2020	FAISON JOHN	R	79.00
01	296350	01/08/2020	FASTENAL INDUSTRIAL	R	683.17
01	296351	01/08/2020	FINANGER PHILLIP J	R	140.00
01	296352	01/08/2020	GALLAGHER MATTHEW	R	79.00
01	296353	01/08/2020	GORSHE LISA	R	35.00
01	296354	01/08/2020	GRAHAM THOMAS	R	50.00
01	296355	01/08/2020	WW GRAINGER INC	R	37.90
01	296356	01/08/2020	GROTH MUSIC COMPANY	R	63.00
01	296357	01/08/2020	GSSC-GENERAL SECURITY SERVICE	R	932.25
01	296358	01/08/2020	HAMMER SPORTS LLC	R	360.00
01	296359	01/08/2020	HANSEN BRIAN	R	79.00
01	296360	01/08/2020	HARRIS DENNIS	R	79.00
01	296361	01/08/2020	HILLYARD	R	4,037.27
01	296362	01/08/2020	HOERNING CODY	R	79.00
01	296363	01/08/2020	HOGLUND BUS CO INC	R	2,050.09
01	296364	01/08/2020	HONDA FINANCIAL SERVICES	R	256.00
01	296365	01/08/2020	HORIZON COMMERCIAL POOL SUPPLY	R	7,534.95
01	296366	01/08/2020	HOULE THOMAS	R	79.00
01	296367	01/08/2020	HOUSE OF PRINT	R	4,706.82
01	296368	01/08/2020	HUYER DEVRIES JANINE	R	20.00
01	296369	01/08/2020	INDOFF INC	R	64.45
01	296370	01/08/2020	INSTITUTE FOR ENVIROMENTAL	R	976.50

01	296371	01/08/2020	KEE-BOWLING BONNIE	R	77.00
01	296372	01/08/2020	KELLEY FUELS INC	R	1,504.89
01	296373	01/08/2020	KINECT ENERGY INC	R	505.00
01	296374	01/08/2020	KLEIN MORVA A	R	120.00
01	296375	01/08/2020	KNUTSON FLYNN DEANS	R	165.00
01	296376	01/08/2020	KRUGER JORDAN	R	79.00
01	296377	01/08/2020	LARSON KEITH	R	50.00
01	296378	01/08/2020	LEARNING A-Z	R	16,511.20
01	296379	01/08/2020	LOFFLER COMPANIES	R	15,064.78
01	296380	01/08/2020	LOMAX CARLA	R	210.00
01	296381	01/08/2020	MACKIN BOOK COMPANY	R	1,093.23
01	296382	01/08/2020	MEDCO SUPPLY COMPANY	R	1,094.65
01	296383	01/08/2020	METRO COMMUNITY ED DIRECTORS ASSN.	R	100.00
01	296384	01/08/2020	MEYER RYAN	R	79.00
01	296385	01/08/2020	MIDWEST BUS PARTS INC	R	300.83
01	296386	01/08/2020	MINNESOTA HISTORICAL SOCIETY	R	576.00
01	296387	01/08/2020	MINVALCO INC	R	308.70
01	296388	01/08/2020	MISENER DENNY	R	79.00
01	296389	01/08/2020	MOORE JEFF	R	10.00
01	296390	01/08/2020	MOORE KENAN	R	158.00
01	296391	01/08/2020	MPLS PUBLIC SCHOOL SPECIAL DIST 1	R	36.80
01	296392	01/08/2020	NAVARO RAYMOND	R	98.00
01	296393	01/08/2020	NOONAN JULIE	R	40.00
01	296394	01/08/2020	NSPRA NATIONAL SEMINAR	R	665.00
01	296395	01/08/2020	ODONNELL BAYLEE ANN	R	135.00
01	296396	01/08/2020	OKEY CHRIS	R	225.00
01	296397	01/08/2020	PAPCO, INC.	R	301.03
01	296398	01/08/2020	PITNEY BOWES	R	209.92
01	296399	01/08/2020	RAMIREZ JASMIN	R	20.00
01	296400	01/08/2020	RAMSAY THOMAS	R	90.00
01	296401	01/08/2020	RELIABLE DRUG & ALCOHOL INC.	R	210.00
01	296402	01/08/2020	RICHARD JOHN MILLER	R	1,800.00
01	296403	01/08/2020	RICHFIELD GIRLS SWIM & DIVE BOOSTER	R	405.00
01	296404	01/08/2020	RICHFIELD ICE ARENA	R	3,667.50
01	296405	01/08/2020	SANDERS ANNIKA	R	20.00
01	296406	01/08/2020	SCHMIDT JUSTIN	R	79.00
01	296407	01/08/2020	SCHMITT MUSIC CREDIT	R	426.87
01	296408	01/08/2020	SCHUMACHER ELEVATOR COMPANY	R	2,555.00
01	296409	01/08/2020	SCIENCE MUSEUM OF MN	R	370.00
01	296410	01/08/2020	SELLARS JASON	R	355.00
01	296411	01/08/2020	SEPTRAN STUDENT TRANSPORTATION	R	27,060.00
01	296412	01/08/2020	DEBORAH CARLSON	R	109.20
01	296413	01/08/2020	SOURCEWELL TECHNOLOGY	R	62,899.00
01	296414	01/08/2020	SUMMIT COMPANIES	R	1,807.00
01	296415	01/08/2020	TAFFE SARAH ANN	R	8,044.93
01	296416	01/08/2020	TAYLOR JASON	R	35.00
01	296417	01/08/2020	THE WORKS	R	675.00
01	296418	01/08/2020	TITAN MACHINERY INC	R	1,555.72
01	296419	01/08/2020	TOENSING KARI	R	20.00
01	296420	01/08/2020	TRANSPORTATION PLUS, INC.	R	8,077.00

01	296421	01/08/2020	TRISTATE BOBCAT INC	R	3,616.08
01	296422	01/08/2020	TWIN CITY FILTER SERVICE INC	R	474.53
01	296423	01/08/2020	TYLER TECHNOLOGIES, INC.	R	25,262.25
01	296424	01/08/2020	UNIVERSITY OF MINNESOTA	R	145.00
01	296425	01/08/2020	VERIZON WIRELESS	R	557.47
01	296426	01/08/2020	VICTORIA DANCE PRODUCTIONS, INC.	R	252.00
01	296427	01/08/2020	VOSS ELECTRIC CO	R	489.60
01	296428	01/08/2020	VSP VISION SERVICE PLAN	R	1,646.96
01	296429	01/08/2020	WHITE LOUIS	R	79.00
01	296430	01/08/2020	WILLIAM V MACGILL & CO	R	249.95
01	296431	01/08/2020	WILSON HOPE	R	20.00
01	296432	01/08/2020	WILSON JOHN P	R	20.00
01	296433	01/08/2020	XCEL ENERGY	R	77,396.07
01	296434	01/08/2020	ZARNOTH BRUSH WORKS	R	462.00
01	296435	01/08/2020	ZUBAN FAMETTA	R	20.00
01	296436	01/09/2020	MN HS DECA	R	1,485.00
01	296437	01/10/2020	CITY OF RICHFIELD	R	904.75
01	296438	01/14/2020	AQUA LOGIC INC	R	274.50
01	296439	01/14/2020	ARVIG ENTERPRISES INC	R	1,357.90
01	296440	01/14/2020	BAYADA	R	3,765.00
01	296441	01/14/2020	BSI MECHANICAL, INC.	R	4,884.32
01	296442	01/14/2020	CATALYST BUYING GROUP LLC	R	189.99
01	296443	01/14/2020	CENTURYLINK	R	39.57
01	296444	01/14/2020	CEP ART & DESIGN	R	540.50
01	296445	01/14/2020	CITY OF RICHFIELD	R	100.00
01	296446	01/14/2020	CONTINENTAL RESEARCH CORP	R	1,645.62
01	296447	01/14/2020	CUB FOODS	R	230.28
01	296448	01/14/2020	CULLIGAN SOFT WATER	R	133.95
01	296449	01/14/2020	DETERMAN ROBERT J	R	79.00
01	296450	01/14/2020	ECM PUBLISHERS INC	R	101.15
01	296451	01/14/2020	EDUCATORS BENEFIT CONSULTANTS LLC	R	426.99
01	296452	01/14/2020	FINANGER PHILLIP J	R	35.00
01	296453	01/14/2020	FIRST BOOK MARKETPLACE	R	150.75
01	296454	01/14/2020	WW GRAINGER INC	R	66.72
01	296455	01/14/2020	GSSC-GENERAL SECURITY SERVICE	R	1,021.50
01	296456	01/14/2020	HEIDRICK THOMAS J	R	79.00
01	296457	01/14/2020	HILLYARD	R	977.81
01	296458	01/14/2020	HOGLUND BUS CO INC	R	501.71
01	296459	01/14/2020	HOME DEPOT U.S.A.	R	137.06
01	296460	01/14/2020	HUGHES MATTHEW	R	85.00
01	296461	01/14/2020	IDENTISYS INC	R	491.89
01	296462	01/14/2020	IIX INSURANCE INFORMATION EXCHANGE	R	64.55
01	296463	01/14/2020	INDOFF INC	R	185.91
01	296464	01/14/2020	INNOVATIVE OFFICE SOLUTIONS LLC	R	2,953.07
01	296465	01/14/2020	INTEGRATED FIRE & SECURITY INC	R	798.37
01	296466	01/14/2020	INTERMEDIATE DISTRICT 287	R	110,302.52
01	296467	01/14/2020	LOFFLER	R	1,144.95
01	296468	01/14/2020	LUBE TECH & PARTNERS LLC	R	47.00
01	296469	01/14/2020	MAKERBOT INDUSTRIES	R	455.11
01	296470	01/14/2020	MATRIX COMMUNICATIONS INC	R	1,692.05

01	296471	01/14/2020	MEDTOX LABORATORIES INC	R	115.85
01	296472	01/14/2020	METROPOLITAN MECHANICAL CONTRACTORS	R	1,613.17
01	296473	01/14/2020	MINUTEMAN PRESS OF RICHFIELD	R	556.18
01	296474	01/14/2020	MISENER DENNY	R	79.00
01	296475	01/14/2020	ALBIN ACQUISITION CORP	R	124.00
01	296476	01/14/2020	MYERS, ROBIN	R	7.00
01	296477	01/14/2020	NETWORK DESIGNS, INC.	R	5,030.00
01	296478	01/14/2020	NUSS TRUCK & EQUIPMENT	R	1,316.00
01	296479	01/14/2020	ODONNELL BAYLEE ANN	R	10.00
01	296480	01/14/2020	OKEY CHRIS	R	50.00
01	296481	01/14/2020	ORIGINAL WORKS YOURS, INC.	R	1,441.95
01	296482	01/14/2020	PROFESSIONAL WIRELESS COMMUNICATION	R	539.00
01	296483	01/14/2020	PUMP & METER SERVICE	R	983.15
01	296484	01/14/2020	RAMSAY THOMAS	R	135.00
01	296485	01/14/2020	RATWIK ROSZAK & MALONEY PA	R	276.00
01	296486	01/14/2020	SELLARS JASON	R	61.00
01	296487	01/14/2020	TOLL COMPANY	R	44.77
01	296488	01/14/2020	TWIN CITY HARDWARE	R	2,677.36
01	296489	01/14/2020	UNITED HEALTHCARE	R	207.00
01	296490	01/14/2020	UNITED HEALTHCARE INSURANCE CO	R	479.54
01	296491	01/14/2020	VELOCITY DRAIN SERVICES INC	R	300.00
01	296492	01/14/2020	VOSS ELECTRIC CO	R	249.60

TOTAL CHECK REGISTER					486,232.48
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CHECKS & E-PAY RUNS FOR 01/21/2020 BOARD REPORTS

BANK 05	DATE	AMOUNT
CHECKS	1/6/2020	50.00
	1/8/2020	332,538.42
	1/9/2020	1,485.00
	1/10/2020	904.75
	1/14/2020	151,254.31

CHECK REGISTER BANK 05 TOTAL =	486,232.48
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BREAKDOWN

01-206-00	398,349.64
02-206-00	2,543.65
03-206-00	66,046.49
04-206-00	19,292.70
06-206-00	-
07-206-00	-
08-206-00	-
20-206-00	-
21-206-00	-
47-206-00	-
50-206-00	-

BANK TOTAL =	486,232.48
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Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 21, 2020

Subject: PERSONNEL ITEMS
(Recommended by Superintendent)

That the Board of Education approve the following personnel items:

Certified Full Time Position for Employment – 1st Year Probation

Allison Weber- School Social Worker – Middle School

Certified Full Time Request for Leave of Absence- Child Care

Jennifer Dooper-Salazar- Dual Immersion Language Arts – Senior High

Certified Full Time Request for Leave of Absence – Professional Growth

Jenna Healy- Kindergarten – Sheridan Hills

Certified Full Time Retirement

Nancy Anderson- Elementary Education – RSTEM

Certified Part Time Request for Part Time Leave of Absence – Child Care

Emily Barstad- Early Childhood Parent Educator – Central

Classified Full Time Position for Employment – Registered Nurse

Jashanna Ingram- RN – Middle School

Classified Part Time Positions for Employment – Paraprofessionals

Kathryn Alarcon- 32.5 hr/wk Special Ed. Para – Centennial

Ikram Hassan- 32.5 hr/wk Special Ed. Para – RDLS

Classified Part Time Resignation – Admin. & Mgmt. Support Professionals

Diana Garcia – 30 hr/wk Admin. Assistant 1

Classified Part Time Resignation – Paraprofessional

Esther Carrillo – 35 hr/wk Special Ed. Para – Central

**OLD BUSINESS:
FOR APPROVAL on Policy 112 & 112.1
FOR REVIEW on 112.2**

Agenda Item V.A.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 21, 2020

**Subject: Policy 112 Wellness, 112.1 Administrative Guidelines and
112.2 Administrative Guidelines - Wellness-Nutrition Services Operations and
Meal Charges**

(Recommended by the Superintendent)

That the Board approve the minor changes in Policy 112 and 112.1.

Administrative Guidelines 112.2 will need further study and review prior to the next draft. We have received feedback from multiple sources and we will continue to revise and review this policy prior to presenting a second draft to the board on February 3, 2020.

Attachments

Policy 112 Wellness

Policy 112.1 Administrative Guidelines

Administrative Guidelines 112.2 - Second Draft

RICHFIELD PUBLIC SCHOOLS

WELLNESS

I. PURPOSE

The purpose of this policy is to assure a school environment that promotes and protects students' health, well-being, and ability to learn by supporting healthy eating and physical activity.

II. GENERAL STATEMENT OF POLICY

- A. The School Board recognizes that nutrition and physical activity are essential components of the educational process and that good health fosters student attendance and education. Therefore, students shall be provided access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.
- B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.
- C. The School Board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and academic performance.
- D. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
- E. The District will establish goals for nutrition education and promotion; physical education and activity; and will establish connections between nutrition education, school meal programs, schoolyard gardens and related community services to foster lifelong habits of healthy eating and physical activity.
- F. The School Board endorses and the school district adheres to the USDA nutrition guidelines to promote student health and to prevent and reduce childhood obesity, eating disorders and chronic disease.
- G. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.
- H. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic,

1 and cultural diversity of the student body in meal planning; and will provide
2 clean, safe, and pleasant setting and adequate time for students to eat.

3
4 I. The District will inform and update the public (including parents, students,
5 and others in the community) about the content and implementation of the
6 District Wellness policy in accordance with policy guidelines.

7
8 J. The Chief HR and Administrative Officer has responsibility to ensure that
9 each school complies with the District Wellness Policy. The Wellness
10 Policy will be measured periodically on the extent to which school are in
11 compliance, the progress made in attaining nutrition and physical activity
12 goals, and the extent to which the District Wellness policy compares to
13 model Wellness policies. The results of this assessment will be made
14 available to the School Board and the public.

15
16 **III. Legal References**

- 17
18 7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
19 7 C.F.R. § 210.10 (School Lunch Program Regulations)
20 7 C.F.R. § 220.8 (School Breakfast Program Regulations)
21 42 U.S.C. § 1771 et seq. (Child Nutrition Act of 1966)
22 42 U.S.C. § 1751 et seq. (National School Lunch Act)
23 42 U.S.C. § 1758b (Local School Wellness Policy)
24 Minn. Stat. §121A.215 (Local School District Wellness Policy)
25

26 ADOPTED BY THE BOARD OF EDUCATION: April 3, 2006

27 REVIEWED BY THE BOARD OF EDUCATION: May 18, 2015, June 12, 2017, January
28 21, 2020

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RICHFIELD PUBLIC SCHOOLS
ADMINISTRATIVE GUIDELINES
WELLNESS

NUTRITION AND ENVIRONMENTAL GUIDELINES

The Administrative Guidelines outlined within this document are intended to create a school environment that protects and promotes the health of our students. Our commitment is to provide nutrition education and regular physical activity, as well as access to nutritious foods for all students.

I. USDA SCHOOL MEALS AND SNACKS

School meals will include a variety of healthy choices while accommodating special dietary needs and ethnic and cultural food preferences. All schools shall participate in the USDA school breakfast and school lunch programs. Schools eligible for the Fruit and Vegetable program will apply to implement this program. The schools will make every effort to eliminate any social stigma attached to, and prevent the over-identification of, students who are eligible for free and reduced-priced meals. Food and nutrition services will utilize electronic identification and payment systems and promote the availability of school meals to all students. The schools will also make every effort to eliminate any social stigma attached to negative meal balance. Under no circumstances shall any student be turned away from the opportunity to receive a USDA meal. Under no circumstances shall any student receive an alternative meal

A. USDA Standards for Meals and Food Service Staff

- All foods and beverages made available on campus (including concessions, school stores, a la carte cafeteria items, etc.) during the school day shall be consistent with the current USDA Dietary Guidelines for Americans and applicable federal rules and regulations.
- The Director of Food and Nutrition Services shall ensure that all reimbursable meals meet nutrition standards mandated by the USDA, as well as any additional state nutrition standards that go beyond USDA requirements;
 1. All such items shall be appropriate to the school setting.
 2. In the event a written complaint is filed regarding the approval or disapproval of any item, the School Board and the Director, after review, shall make the final determination.

1 The Director of Food and Nutrition Services shall be responsible for the school
2 district's food service program. Duties shall include monitoring nutrition guidelines
3 and procedures for the selection of foods and beverages made available on
4 campus to ensure food and beverage choices are consistent with current USDA
5 Dietary Guidelines for Americans. The school meal programs will be administered
6 by a dietician or nutritionist with school meal experience. If the district does not
7 employ staff with this expertise, consultants will be used. The schools shall
8 provide the opportunity for continuing professional development for all food and
9 nutrition service personnel. All food and nutrition service staff will be provided
10 training on USDA meal plans/reimbursable meals so they can properly advise
11 students as to the meal components they may/must take, as well as cooking
12 techniques, recipe implementation, sanitation, and food safety;

13
14 All menus will be reviewed by the Director of Food and Nutrition. When this is not
15 feasible, sample USDA menus or USDA software for menu review may be used.
16

17 The schools shall make every effort to provide students with sufficient time to eat
18 after sitting down for school meals and will schedule meal periods at appropriate
19 times during the school day.
20

21 **B. Meal Environment**

- 22
- 23 • Meals will be served in a clean and pleasant setting and under appropriate
24 supervision. Rules for safe behavior will be consistently enforced.
25
- 26 • The High School is a limited open campus. It is a closed campus, meaning
27 students are not permitted to leave the school grounds during the school, to
28 all 9th and 10th graders. Students in 11th and 12th grades may apply to be
29 eligible to leave the campus during the day and may be approved based on
30 parent approval and qualifying standards determined at the high school level.
31
- 32 • Schools will make every effort to provide students with sufficient time to eat
33 after sitting down (approximately 20 minutes) for school meals and will
34 schedule meal periods at appropriate times during the school day.
35
- 36 • The elementary schools, grades K-5, are encouraged to schedule recess
37 time before lunch when possible.
38
- 39 • Tutoring, club, or organizational meetings or activities will not be scheduled
40 during mealtimes, unless students may eat during such activities.
41
- 42 • The schools shall work to provide students access to hand washing or hand
43 sanitizing before they eat meals or snacks and teachers, food and nutrition
44 and school staff will remind students to make use of them.
45
- 46 • Information on the nutritional content and ingredients of meals will be found
47 on menus, in school newsletters and/or the district web-site.
48 Parents/guardians and students will be informed that information is available
49 and information shall be kept up-to-date.
50

1 **C. Meal Promotion**
2

- 3 • Participation in school meal programs will be promoted. Parents/guardians
4 will be notified of the availability of the breakfast, lunch and summer food
5 programs and will be encouraged to determine eligibility for reduced or free
6 meals. The District will, to the extent possible, arrange bus schedules and
7 utilize methods to serve school breakfasts that encourage participation,
8 including serving breakfast in the cafeteria or “grab-and-go” breakfast in the
9 classroom.
- 10
- 11 • Foods served as part of the Before and Aftercare (childcare) programs run by
12 the school must meet USDA standards if they are reimbursable under a
13 school meals program. Otherwise they must meet the nutrition standards for
14 competitive foods (see Part B). Foods served as part of the Before and
15 Aftercare (child care) programs run by an outside organization (e.g., YMCA)
16 must meet the district’s nutrition standards for competitive foods.
17

18
19 **II. FOOD AND BEVERAGES OUTSIDE REIMBURSABLE MEALS**
20

21 **A. Competitive Foods and Beverages**
22

23 All foods and beverages *sold* on school grounds to students outside of
24 reimbursable school meals are considered “*competitive foods*.” Competitive foods
25 include items sold a la carte in the cafeteria, from vending machines, school stores
26 and for in-school fundraisers during the school day*.
27

28 *All* competitive foods must comply with the USDA Smart Snacks in School
29 standards (See Wellness Attachment), as well as all applicable state standards.
30 Foods *served* as part of the Before and Aftercare (child care) programs and clubs
31 must also comply with these nutrition standards *unless* they are reimbursable
32 under USDA school meals program, in which case they must comply with all
33 applicable USDA standards.
34

35 Competition for food sales with the School Lunch Program is prohibited by the
36 School District’s participation in the federal school lunch program. Competition of
37 non-nutritious food sales with the School Lunch Program during the school day is
38 prohibited. The school principal shall regulate the hours of operation of any
39 vending machine, school store or concession stands. The food and beverage
40 products dispensed by vending machines or concession stands operated on
41 campus outside the regular school day shall strive to provide nutritious
42 substitutions for high sugar and fat content items as evaluated by the Food and
43 Nutrition Services Director.
44

45 The schools shall encourage all students to make age appropriate, healthy
46 selections of foods and beverages, including those sold individually outside the
47 reimbursable school meal programs, and after school, such as through vending
48 machines, fundraising events, concession stands, and student stores.
49

1 *School day is defined by the USDA as the period from midnight before, to 30
2 minutes after the end of the official school day.
3

4 **B. Other Foods and Beverages Made Available to Students**

5
6 Student wellness will be a consideration for all foods served to students on the
7 school campus, including those foods provided through:
8

- 9 1. Celebrations and parties. Food and beverages will not be part of classroom
10 celebrations, parties or student birthday recognition events. The District will
11 make available to parents a list of non-food celebration ideas.
12
13 2. Any classroom snacks will follow USDA Smart Snacks in School guidelines.
14

15 **C. Rewards and Incentives**

16
17 The use of food or beverages as a reward should follow USDA Smart Snacks
18 in School Guidelines (unless this practice is allowed by a student's individual
19 education plan or behavior intervention plan) and will not withhold food or
20 beverage as a punishment.
21

22 **D. Fundraising**

23
24 The sale or distribution of food and beverage products by individuals for
25 consumption during the school day, as a fund raising activity, shall follow USDA
26 Smart Snacks in School Guidelines. However, preorders for distribution and
27 consumption after school may be allowed at the discretion of the school
28 principal. Non-food fundraising is promoted and activities that promote physical
29 activity are encouraged. The District will make available to parents and teachers
30 a list of healthy fundraising ideas.
31

32 **E. Access to Drinking Water**

- 33
34 • Students and school staff members will have access to free, safe, fresh
35 drinking water at all times throughout the school day. Water jugs and cups
36 will be available in the cafeteria if water fountains are not present,
37 Supervisory staff will facilitate access to water in the cafeteria. Students will
38 be allowed to bring drinking water from home into the classroom.
39
40 • Water will be promoted as a substitute for sugar-sweetened beverages
41 (SSBs). The District prohibits the selling of food and beverages containing
42 caffeine and non-nutritive sweeteners to elementary ~~and~~, middle ~~and high~~
43 school students.
44
45 • School staff will be encouraged to model drinking water consumption.
46
47 • Maintenance will be performed on all water fountains regularly to ensure that
48 hygiene standards for drinking fountains, water jugs, hydration stations, water
49 jets, and other methods for delivering drinking water are maintained.
50

1
2
3 **III. NUTRITION EDUCATION AND PROMOTION**
4

5 The Healthy Hunger – Free Act (The Act) requires that wellness policies include
6 goals for nutrition education, physical activity, and other school-based activities
7 that are designed to promote student wellness in a manner that the school district
8 determines appropriate.
9

10 A. The District will encourage and support healthy eating by students and engage
11 in nutrition education and promotion that is:

- 12
13 1. Offered as part of a sequential and comprehensive K-12 program designed to
14 provide students with knowledge and skills necessary to promote and protect
15 their health.
16
17 2. Part of health education classes as well as classroom instruction in subjects
18 such as math, science, language arts, social science and elective subjects,
19 where appropriate.
20

21
22 Students will receive consistent nutrition messages throughout schools,
23 classrooms, cafeterias, and school media. The schools shall model,
24 encourage and support healthy eating by students and engage in nutrition
25 promotion.
26

- 27 1. Nutrition promotion can include participatory activities such as contests,
28 promotions, farm visits, and experience working in school gardens.
29 Nutrition promotion shall be designed to be enjoyable, developmentally
30 appropriate, culturally relevant, and includes participatory activities, such
31 as contests, promotions, taste testing, and field trips.
32
33 2. The nutrition education program may be linked to school meal programs,
34 school gardens, food and nutrition promotion, after-school programs, and
35 farm-to-school programs.
36
37 3. Nutrition education may be offered in the cafeteria as well as the
38 classroom, with coordination between the food and nutrition services staff
39 and teachers.
40
41 4. Nutrition education will promote fruits, vegetables, whole-grain products,
42 low-fat dairy products, healthy food preparation methods, and proper
43 portion sizes.
44
45 5. Students will have opportunities to taste foods that are low in saturated
46 and trans fats, sodium and added sugar.
47
48 6. Staff members responsible for nutrition education will participate in
49 relevant professional development (e.g., training on the Dietary Guidelines
50 for Americans and how to teach the guidelines).

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7. Staff will only use approved nutrition curriculum in the classroom. Curriculum developed by corporate interest is prohibited.
 8. Nutrition education will be provided to families via handouts, newsletters, postings on the web-site, presentations and/or workshops. The school menu will be posted online.
 9. Staff is strongly encouraged to model healthful eating habits, and discouraged from eating in front of children/sharing food with children during regular class time, outside of activities related to the nutrition education curriculum.

14 Specifically the nutrition curriculum will encompass:

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28
- Promotion of adequate nutrient intake and healthy eating practices;
 - Skill development, such as reading labels to evaluate the nutrient quality of foods, meal planning, and analysis of health information
 - Examination of the problems associated with food marketing to children;
 - Nutrition themes including, but not limited to USDA's MY Plate, Dietary Guidelines for Americans, adequate nutrient intake, body image and food safety.

29 **IV. OTHER**

30
31 **A. Marketing**

32
33 School –based marketing will be consistent with nutrition education and health
34 promotion. As such, the following guidelines apply:

- 35
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48
- Schools will restrict food and beverage marketing to the promotion of only those foods and beverages that meet the nutrition standards set forth in the District Wellness Policy;
 - Smarter lunchroom techniques will be used to encourage fruit, vegetable, dry beans and pea choices.
 - Examples of marketing techniques include:
 - Brand names, trademarks, logos, or tags, except when placed on a physically present food or beverage product or on its container.
 - Displays, such as on vending machine exteriors.
 - Corporate brand, logo, name, or trademark on school equipment, message boards, scoreboards, or uniforms
 - Advertisements in school publications or school mailings
 - Sponsorship of school activities, fundraisers, or sports teams;

- 1 ○ Educational incentive programs such as contests, or programs that
- 2 provide schools with supplies of funds when families purchase specific
- 3 food products
- 4 ○ Free samples or coupons displaying advertising of a product
- 5
- 6

7 **V. PHYSICAL ACTIVITY**

8

9 **A. Physical Education**

10 All K-12 students will receive physical education. Physical Education will be
11 based on the Minnesota Physical Education Standards Fall 2017 and
12 coordinated with the National Health Education Standards (K-12). All K-12
13 students will receive physical education, 60 minutes per week for elementary
14 school students, 47 minutes daily for middle school students for 1 trimester per
15 year, 50 minutes daily for high school students with 1 full year (2 semesters)
16 required for graduation. All physical education classes (K-12) are taught by
17 licensed teachers who are certified or endorsed to teach physical education at a
18 teacher to student ratio of no greater than 40:1. Physical education programs
19 will meet the needs of all students, including students with disabilities, special
20 health-care needs, and students in alternative educational settings, and actively
21 teach cooperation, fair play, and responsible participation.

22
23 Student involvement in other activities, including those involving physical activity
24 (e.g. interscholastic or intramural sports), will not be substituted for physical
25 education.

- 26
- 27 • Physical education classes will count toward graduation and GPA.
- 28 • Waivers, exemptions, or substitutions for physical education classes will
- 29 not be granted
- 30 • The school prohibits the use of physical activity and withholding of
- 31 physical education class and other forms of physical activity as
- 32 punishment
- 33 • All physical education classes will be taught by a qualified physical
- 34 education teacher and at least 80% of time will be spent in moderate to
- 35 vigorous activity.
- 36 • The school will provide adequate space/equipment and conform to all
- 37 safety standards.
- 38 • Physical education staff will receive professional development on a yearly
- 39 basis.
- 40

41 **B. Physical Activity**

42
43 All students will have opportunities for physical activity beyond physical
44 education class. Classroom health education will reinforce the knowledge and
45 skills needed to maintain a physically active lifestyle. Opportunities for physical
46 activity shall be incorporated into other subject lessons, where appropriate.
47 Classroom teachers shall provide short physical activity breaks between lessons
48 or classes, as appropriate. The district encourages teachers to serve as role
49 models by being physically active alongside the students. The district offers

1 extra and co-curricular activities. Through formal joint of shared-use
2 agreements, indoor and outdoor physical activity facilities are spaces that will be
3 open to students, families, and the community outside of school hours.
4

5 **C. Recess**

6 All elementary school students will have supervised recess before or after the
7 lunch period, during which moderate to vigorous physical activity will be
8 encouraged. Outdoor recess will only be withheld in the event of extreme
9 weather, as defined by the district. In the event that recess must be held indoors,
10 teachers and staff will follow indoor recess guidelines to ensure adequate
11 physical activity for students.

12 **D. Physical Activity Programs**

13 Elementary, middle, and high school will offer extracurricular physical activity
14 programs, such as physical activity clubs and intramural programs. High school
15 and middle school will offer interscholastic sports programs to all students.

16 **E. Safe Routes to School**

17 The school district will assess and, if necessary and to the extent possible, make
18 needed improvements to make it safer and easier for students to walk and bike
19 to school. For example, crossing guards may be stationed around the school to
20 facilitate safe walking and biking school commutes, and bike racks will be
21 available. The School District will work together with local public works, public
22 safety, and/or police departments in those efforts.
23

24
25 **VI. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT**

26 This wellness policy was developed by the District Health, Safety and Wellness
27 Committee, a group comprised of individuals from the following groups:
28 parents/guardians, principals, teachers, food and nutrition service personnel,
29 health service personnel, school board members, school administrators, and
30 other interested persons (such as local public health). Policy revisions will take
31 into account new research and evidence on health trends, new national and
32 state standards and guidelines, new state and federal initiatives, local evaluation
33 data, changing district priorities, and other related issues. Meetings are held 4
34 times during the school year. All meeting dates are posted on the district
35 website and are open to the public.

36 The Chief Human Resources and Administrative Officer is charged with
37 operational responsibility for ensuring that the District meets the requirements of
38 the wellness policy.
39

40 The Principal of each school will develop an annual action plan to implement the
41 District Wellness Policy, ensure compliance within the school and will report
42 annually to the Chief Human Resources and Administrative Officer regarding
43 compliance.
44
45

1 **VII. POLICY IMPLEMENTATION AND PUBLICATION**

2
3 After approval by the school board, the wellness policy will be implemented
4 throughout the school district and an on-going District Health, Safety and Wellness
5 Committee with community-wide representation will be maintained.

6 The District will post the Wellness Policy on its website. Information including the
7 following shall be posted on the school district website before the start of the
8 following school year.

9
10 **VIII. ANNUAL REPORTING**

11
12 The Chief Human Resources and Administrative Officer will annually inform the
13 public about the content and implementation of the Wellness policy and make
14 the Policy and any updates to the policy available to the public. The report shall
15 be posted on the District website and provide the following information:

- 16
17
 - 18 • The extent to which each school is in compliance with the wellness policy;
 - 19 • Progress made in attaining the goals of the Policy
 - 20 • Triennial assessment findings
 - 21 • Web link of the Wellness Policy
 - 22 • Contact details for committee leadership and information

23 Triennial Assessment

24 At least once every three years, the District will evaluate compliance with the
25 Wellness Policy to assess the implementation of the Policy and create a report
26 that includes the following information:

- 27
28
 - 29 • The extent to which schools under the jurisdiction of the District are in
30 compliance with the Wellness Policy
 - 31 • The extent to which the District's Wellness Policy compares to model local
32 wellness Policies; and
 - 33 • A description of the progress made in attaining the goals of the District's
34 Wellness Policy

35 The Food and Nutrition Services Supervisor will be responsible for conducting
36 the triennial assessment. The triennial assessment report shall be posted on the
37 school district website and made available to the public

38
39 Recordkeeping

40
41 The school district will retain records to document compliance with the
42 requirements of the Wellness Policy. The records to be retained include, but are
43 not limited to:

- 44
45
 - The District's written Wellness Policy

- Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school Wellness Policy and triennial assessment available to the public.
- Documentation of the triennial assessment of the local school Wellness Policy for each school under the District's jurisdiction efforts to review and update the Wellness policy (including an indication of who is involved in the update and methods the District uses to make stakeholders aware of their ability to participate on the Wellness Committee)

Legal References:

- 29 U.S.C. § 794 (Section 504 of Rehabilitation Act of 1973, as Amended)
- 42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
- 42 U.S.C. § 1771 *et seq.* (Child Nutrition Act of 1966)
- 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act of 1990, as amended)
- P.L. 108-265 (2004) 204 (Local Wellness Policy)
- 7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
- 7 C.F.R. § 210.10 (School Lunch Program Regulations)
- 7 C.F. R. § 220.8 (School Breakfast Program Regulations)
- 42 U.S.C. § 1758b, Section 9A, Section 204 (Healthy Hunger -Free Kids Act of 2010)
- 7 CFR Parts 210 and 220 (Final Rule July 2016)

ADOPTED BY THE BOARD OF EDUCATION: May 18, 2015

REVIEWED BY THE BOARD OF EDUCATION: May 18, 2015, June 12, 2017, [January 21, 2020](#)

RICHFIELD PUBLIC SCHOOLS

ADMINISTRATIVE GUIDELINES

WELLNESS-NUTRITION SERVICES OPERATIONS AND MEAL CHARGES

I. PURPOSE

The Administrative Guidelines outlined within this document are intended to create a nutrition services operational environment that protects and promotes the nutritional health of our students. Our commitment is to ensure that our district provides students with healthy meals with the nutrition they need to stay focused during the school day. We further commit to providing district employees, families and students with a shared understanding of expectations regarding meal charges. These guidelines seek to minimize identification of students with insufficient account balances to pay for school meals as well as to maintain the financial integrity of the nutrition services program.

II. BELIEFS

Richfield Public Schools believes that healthy school meals enable all students to achieve at their highest level, and we are committed to offering a variety of nutritional offerings to meet the individual needs of our students.

III. PAYMENT OF MEALS

We strongly encourage all families to complete the Application for Educational Benefits each school year to determine eligibility for free or reduced-price lunch. Each household is financially responsible for all meals consumed by their child either before the approval of an application, after the denial of benefits for income over the USDA guidelines, or the election to not fill out an application. We will use every possible outreach strategy to inform all families about the need to provide money for student meals. We send out a notification and instruction postcard to each household during the second week of August annually.

- A. Every student has a meal account. When the balance in their meal account reaches zero, a student will continue to receive meals with a full choice of school-provided full, reimbursable meal options. When the balance reaches zero however, students will not be allowed to charge for additional entrees or a la carte items until funds are available in the account to cover the cost of the additional entrees or a la carte items.
- B. Under Minn. Stat. § 124D.111, full meals will be available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance. Additionally, a full meal will be available to all students regardless of lunch balance.

- 1 C. When a student has a negative account balance, a la carte, snack and/or
2 double entree items will not be available regardless of paid, free or reduced-
3 price lunch status.
4

5 **IV. NEGATIVE ACCOUNT BALANCE NOTIFICATION**
6

7 A. Reminders for payment of outstanding student meal balances will not
8 demean or stigmatize any student participating in the school lunch
9 program.

10 B. The school district will make reasonable efforts to notify families when
11 meal account balances fall below zero.
12

13 C. Families will be notified of an outstanding negative balance using the
14 following methods.
15

16
17 **Elementary Students:**
18

- 19 1. Printed statements will go home in the backpacks on Friday of each week for
20 all students with a negative balance in their current lunch account.
21
22 2. Automated calls, texts and/or emails will be sent two times per week when
23 the student meal account has a negative balance. These will be sent using
24 the contact information provided to the district by the legal guardian of the
25 student.
26
27 3. No K-5 students will be denied a meal; however families will receive
28 increased communication and follow up when the account has a balance of
29 negative \$25.00 or more until payment is received or the legal guardian
30 contacts nutrition services at (612) 798-6072 or (612) 798-6071. Nutrition
31 services staff will work with the district's outreach team for non-English
32 speaking households.
33
34 4. When a student owes \$50.00 or more, building leadership/social workers will
35 contact parents to discuss the situation and provide additional resources.
36

37 **Secondary Students:**
38

- 39 1. Students can check their meal account balance or deposit money at any
40 point of sale register at both the high school and middle school.
41 Parents/guardians are encouraged to sign up for a ParentVue user ID and
42 password to monitor all of their child's accounts. Parents can also link
43 accounts to FeePay for transaction details, balances and payment.
44
45 2. Automated calls, texts and/or emails will be sent two times per week when
46 the student meal account has a negative balance. These will be sent using
47 the contact information provided to the district by the legal guardian of the
48 student.
49

- 1 3. No 6-12 students will be denied a meal; however, families will receive
2 increased communication and follow up when the account has a balance of
3 negative \$15.00 or more until payment is received or the legal guardian
4 contacts nutrition services at (612) 798-6072 or (612) 798-6071. Nutrition
5 services staff will work with the district's outreach team for non-English
6 speaking households. In addition to family communication, students in grades
7 6-12 will also receive an email with their meal account balance.
8
- 9 4. When a student owes \$50.00 or more, building leadership/social workers will
10 contact parents to discuss the situation and provide additional resources.
11
- 12 5. If all verbal and written communication attempts to the household do not
13 result in a payment and the student meal account has a balance of negative
14 \$50.00 or more, the student may also incur limited access to other school
15 enrichment activities such as dances, special field trips or special events as
16 determined by the school administrator until communication from the
17 household is received and a plan is established for payment on the account.
18 Any decisions of this nature will require specific review and written approval
19 of the superintendent prior to implementation. Students will not be restricted
20 from curriculum-based programs or activities.
21

22
23 **V. POINT OF SALE CLARIFICATIONS**
24

- 25 A. All reasonable efforts shall be made to communicate meal balances at
26 locations other than the point of sale.
27
- 28 B. All reasonable efforts shall be made to have the point of sale occur prior to
29 the selection of items.
30
- 31 C. At the point of sale, any information shared with students shall occur with
32 concern for the dignity of the student. Under no circumstances shall
33 communication occur that shames the student or that could attract the
34 attention of other students during the communication.
35

36 **VI. COMMUNICATION CLARIFICATIONS**
37

- 38 A. The school district will make reasonable efforts to communicate with families
39 to resolve the any unpaid charges. Where appropriate, families may be
40 encouraged to apply for free and reduced-price meals for their children. This
41 communication come from the school social worker, administrator or
42 designee.
43
- 44 B. Nutrition services employees shall not be expected to communicate
45 information related to collection of meal debt. This communication will be
46 from the school social worker, administrator or designee.
47
- 48 C. The school district will not enlist the assistance of non-school district
49 employees, such as volunteers, to engage in debt collection efforts.
50

- 1
2 D. The school district will not deny any student the opportunity to participate in
3 graduation ceremonies or other commencement activities due to unpaid meal
4 charges.
5

6 **VII. COMMUNICATION OF POLICY**
7

- 8 A. This policy and any pertinent supporting information will be provided in
9 writing (i.e., mail, email, back-to-school packets, student handbook, etc.)
10 to:

- 11
12 1. all households at or before the start of each school year;
13
14 2. students and families who transfer into the school district, at the time
15 of enrollment; and,
16
17 3. all school district personnel who are responsible for enforcing this
18 policy.
19

- 20 B. The school district will post the policy on the school district's website, in
21 addition to providing the required written notification described above.
22

23 **Legal References:**

24 Minn. Stat. § 124D.111, Subd. 4 42 U.S.C. § 1751 *et seq.* (Healthy
25 and Hunger-Free Kids Act)
26 7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
27 7 C.F.R. § 220.8 (School Breakfast Program Regulations)
28 USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges:
29 Local Meal Charge Policies (2016)
30 USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges:
31 Clarification on Collection of Delinquent Meal Payments (2016)
32 USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges:
33 Guidance and Q&A
34 Minn. Op. Atty. Gen. 169j (May 14, 2019) (*Letter to Ricker*)
35
36

37 ADOPTED BY THE BOARD OF EDUCATION: May 18, 2015

38 REVIEWED BY THE BOARD OF EDUCATION: May 18, 2015, June 12, 2017
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OLD BUSINESS – FOR REVIEW

Agenda Item V.B.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 21, 2020

Subject: Policy 546 Use of Peace Officers and Crisis Teams to Remove Students with IEP'S From School Grounds

(Recommended by the Superintendent)

A second read of Policy 546 which includes all anticipated structural changes. In the next draft we will work toward language alignment with Policy 977.

Attachments

Policy 546 - Redlined

Policy 546 - Original

1
2 **RICHFIELD PUBLIC SCHOOLS**

3
4 **USE OF PEACE OFFICERS AND/OR CRISIS TEAMS TO REMOVE**
5 **STUDENTS WITH IEPs FROM SCHOOL GROUNDS**

6
7 **I. PURPOSE**

8
9 The purpose of this policy is to describe the appropriate use of peace officers
10 and/or crisis teams to remove, if necessary, a student with an individualized
11 education program (IEP) from school grounds.

12
13 **II. GENERAL STATEMENT OF POLICY**

14
15 The school district is committed to creating and promoting learning environments
16 that are safe for all members of the school community. It further believes that
17 students are the first priority and that they should be reasonably protected from
18 physical or emotional harm at all school locations and during all school activities.

19
20 In general, all students, including those with IEPs, are subject to the terms of the
21 school district's discipline policy. Building level administrators have the leadership
22 responsibility to maintain a safe, secure, and orderly educational environment
23 within which learning can occur. Corrective action to discipline a student and/or
24 modify a student's behavior will be taken by staff when a student's behavior
25 violates the school district's discipline policy.

26
27 If a student with an IEP engages in conduct which, in the judgment of school
28 personnel, endangers or may endanger the health, safety, or property of the
29 student, other students, staff members, or school property, that student may be
30 removed from school grounds in accordance with this policy.

31
32 **III. DEFINITIONS**

33
34 For purposes of this policy, the following terms have the meaning given them in
35 this section:

36
37 A. "Student with an IEP" or "the student" means a student who is eligible to
38 receive special education and related services pursuant to the terms of an
39 IEP or an individual interagency intervention plan (IIIP).

40
41 B. "Peace officer" means an employee or an elected or appointed official of a
42 political subdivision or law enforcement agency who is licensed by the
43 Board of Peace Officer Standards and Training, charged with the
44 prevention and detection of crime and the enforcement of general criminal
45 laws of the state and who has the full power of arrest. The term "peace

46 officer” includes a person who serves as a sheriff, a deputy sheriff, a police
47 officer, or a state patrol trooper.

48
49 C. ~~“Police liaison~~Student Resource Officer” is a peace officer who, pursuant
50 to an agreement between the school district and a political subdivision or
51 law enforcement agency, is assigned to a school building for all or a portion
52 of the school day to provide law enforcement assistance and support to the
53 building administration and to promote school safety, security, and positive
54 relationships with students.

55
56 D. “Crisis team” means a group of persons, which may include teachers and
57 nonteaching school personnel, selected by the building administrator in
58 each school building who have received crisis intervention training and are
59 responsible for becoming actively involved with resolving crises. The
60 building administrator or designee shall serve as the leader of the crisis
61 team.

62
63 E. The phrase “remove the student from school grounds” is the act of securing
64 the person of a student with an IEP and escorting that student from the
65 school building or school activity at which the student with an IEP is located.

66
67 F. “Emergency” means a situation where immediate intervention is needed to
68 protect a child or other individual from physical injury.

69
70 ~~G. All other terms and phrases used in this policy shall be defined in~~
71 ~~accordance with applicable state and federal law or ordinary and customary~~
72 ~~usage.~~

73
74 **IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS**

75
76 A. Removal By Crisis Team

77
78 If the behavior of a student with an IEP escalates to the point where the
79 student’s behavior endangers or may endanger the health, safety, or
80 property of the student, other students, staff members, or school property,
81 the school building’s crisis team may be summoned. The crisis team may
82 attempt to de-escalate the student’s behavior by means including, but not
83 limited to, those described in the student’s IEP and/or behavior intervention
84 plan. When such measures fail, or when the crisis team determines that
85 the student’s behavior continues to endanger or may endanger the health,
86 safety, or property of the student, other students, staff members, or school
87 property, the crisis team may remove the student from school grounds.

88
89 If the student’s behavior cannot be safely managed, school personnel may

90 immediately request assistance from the police liaison officer or a peace
91 officer.

92

93 B. Removal By ~~Police Liaison~~ Student Resource Officer or Peace Officer

94

95 If a student with an IEP engages in conduct which endangers or may
96 endanger the health, safety, or property of the student, other students, staff
97 members, or school property, the ~~school building's crisis team~~, building
98 administrator, or the building administrator's designee, may request that the
99 ~~police liaison~~ student resource officer or a peace officer remove the student
100 from school grounds. The superintendent or designee shall be informed and
101 consulted in any situation requiring the requested removal of a student
102 pursuant to the implementation of this policy.

103

104 If a student with an IEP is restrained or removed from a classroom, school
105 building, or school grounds by a peace officer at the request of a school
106 administrator or school staff person during the school day twice in a 30-day
107 period, the student's IEP team must meet to determine if the student's IEP
108 is adequate or if additional evaluation is needed.

109

110 Whether or not a student with an IEP engages in conduct which endangers
111 or may endanger the health, safety, or property of the student, other
112 students, staff members, or school property, school district personnel may
113 report a crime committed by a student with an IEP to appropriate
114 authorities. If the school district reports a crime committed by a student with
115 an IEP, school personnel shall transmit copies of the special education and
116 disciplinary records of the student for consideration by appropriate
117 authorities to whom it reports the crime, to the extent that the transmission
118 is permitted by the Family Education Rights and Privacy Act (FERPA), the
119 Minnesota Government Data Practices Act, and school district's policy,
120 Protection and Privacy of Pupil Records.

121

122 [Note: If the school district uses a different reference name for its student
123 records policy, insert that name in place of the reference to Protection and
124 Privacy of Pupil Records, which is the title of MSBA/MASA Model Policy
125 515.]

126

127 The fact that a student with an IEP is covered by special education law does
128 not prevent state law enforcement and judicial authorities from exercising
129 their responsibilities with regard to the application of federal and state law
130 to crimes committed by a student with an IEP.

131

132 C. Reasonable Force Permitted

133

134 In removing a student with an IEP from school grounds, a building
135 administrator, other crisis team members, or the ~~police liaison~~student
136 resource officer or other agents of the school district, whether or not
137 members of a crisis team, may use reasonable force when it is necessary
138 under the circumstances to correct or restrain a student or prevent bodily
139 harm or death to another.

140
141 In removing a student with an IEP from school grounds, ~~police~~
142 liaisonstudent resource officers and school district personnel are further
143 prohibited from engaging in the following conduct:

- 144 1. Corporal punishment prohibited by Minn. Stat. § 121A.58;
- 145 2. Requiring a child to assume and maintain a specified physical
146 position, activity, or posture that induces physical pain;
- 147 3. Totally or partially restricting a child's senses as punishment;
- 148 4. Denying or restricting a child's access to equipment and devices
149 such as walkers, wheel chairs, hearing aids, and communication
150 boards that facilitate the child's functioning except when temporarily
151 removing the equipment or device is needed to prevent injury to the
152 child or others or serious damage to the equipment or device, in
153 which case the equipment or device shall be returned to the child as
154 soon as possible;
- 155 5. Interacting with a child in a manner that constitutes sexual abuse,
156 neglect, or physical abuse under Minn. Stat. § 626.556;
- 157 6. Physical holding (as defined in Minn. Stat. § 125A.0941) that
158 restricts or impairs a child's ability to breathe, restricts or impairs a
159 child's ability to communicate distress, places pressure or weight on
160 a child's head, throat, neck, chest, lungs, sternum, diaphragm, back,
161 or abdomen, or results in straddling a child's torso;
- 162 7. Withholding regularly scheduled meals or water; and/or
- 163 8. Denying a child access to toilet facilities.

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171
172
173 D. Parental Notification

174
175 The building administrator or designee shall make reasonable efforts to
176 notify the student's parent or guardian of the student's removal from school
177 grounds as soon as possible following the removal.

178

179 E. Continued Removals; Review of IEP

180

181 Continued and repeated use of the removal process described herein must
182 be reviewed in the development of the individual student's IEP or IIIP.

183

184 F. Effect of Policy in an Emergency; Use of Restrictive Procedures

185

186 A student with an IEP may be removed in accordance with this policy
187 regardless of whether the student's conduct would create an emergency.

188

189 If the school district seeks to remove a student with an IEP from school
190 grounds under this policy due to behaviors that constitute an emergency
191 and the student's IEP, IIIP, or behavior intervention plan authorizes the use
192 of one or more restrictive procedures, the crisis team may employ those
193 restrictive procedures, in addition to any reasonable force that may be
194 necessary, to facilitate the student's removal from school grounds, as long
195 as the crisis team members who are implementing the restrictive
196 procedures have received the training required by Minn. Stat § 125A.0942,
197 Subd. 5, and otherwise comply with the requirements of § 125A.0942.

198

199 G. Reporting to the Minnesota Department of Education (MDE)

200

201 Annually, stakeholders may recommend, as necessary, to the
202 Commissioner of MDE (Commissioner) specific and measurable
203 implementation and outcome goals for reducing the use of restrictive
204 procedures. The Commissioner must submit to the Legislature a report on
205 districts' progress in reducing the use of restrictive procedures that
206 recommends how to further reduce these procedures and eliminate the use
207 of seclusion. By January 15, April 15, July 15, and October 15 of each
208 year, districts must report, in a form and manner determined by the
209 Commissioner, about individual students who have been secluded. By July
210 15 each year, districts must report summary data. The summary data must
211 include information on the use of restrictive procedures for the prior school
212 year, July 1 through June 30, including the use of reasonable force by
213 school personnel that is consistent with the definition of physical holding or
214 seclusion of a child with a disability.

215

216

217 **Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

218 Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal
219 Act)

220 Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)

221 Minn. Stat. § 121A.61 (Discipline and Removal of Students from
222 Class)

223 Minn. Stat. § 121A.67, Subd. 2 (Aversive and Deprivation
224 Procedures) Minn. Stat. §§ 125A.094-125A.0942 (Restrictive
225 Procedures for Children with Disabilities)
226 Minn. Stat. § 609.06 (Authorized Use of Force)
227 Minn. Stat. § 609.379 (Permitted Actions)
228 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy
229 (FERPA))
230 20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education
231 Improvement Act of 2004 (IDEA))
232 34 C.F.R. § 300.535 (IDEA Regulation Regarding Involvement of
233 Law Enforcement)
234

235 **Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)
236 MSBA/MASA Model Policy 507 (Corporal Punishment)
237 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
238 MSBA/MASA Model Policy 525 (Violence Prevention)
239 MSBA/MASA Model Policy 806 (Crisis Management Policy)
240

241
242 REVISED BY THE BOARD OF EDUCATION:
243
244
245

RICHFIELD PUBLIC SCHOOLS

**USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS
WITH IEP'S FROM SCHOOL GROUNDS**

1.0 Purpose

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individual education plan ("IEP") from school grounds.

2.0 General Statement of Policy

The school district is committed to creating and promoting a learning environment that is safe for students, employees and other members of the school community. All students, including those with IEP's are generally subject to the terms of the school district discipline policy. The school district recognizes the importance of providing individualized instruction and related services to students with IEP's, including whenever possible, during times when the student's behavior requires that the student be removed from the school environment. Finally, this policy recognizes the role of the police liaison officer in responding to crisis situations that occur in the school environment.

3.0 Definitions

A. Crisis Team

"Crisis team" means a group of individuals selected by the building administrator in each school building who have received crisis prevention institute training and are responsible for responding to crisis situations. Whenever possible a special education teacher with knowledge of the student should be part of this team. The building administrator or designee shall serve as the leader of the crisis team.

B. Peace Officer

"Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

C. Police Liaison Officer

1 A “police liaison officer” is a licensed peace officer who, pursuant to an
2 agreement between the school district and local law enforcement
3 agency, is assigned to a school building for all or a portion of the
4 school day to provide law enforcement assistance and support to the
5 building administration, and to promote a safe environment where
6 students and staff can teach and learn in an atmosphere that
7 promotes respectful treatment of others. The police liaison officer is
8 not a licensed educator or educational assistant, nor is the police
9 liaison officer a member of any student’s IEP team or part of any
10 student behavior support plan.

11
12 The school district will offer training to the police liaison officer in order
13 to promote an improved understanding of the population of students
14 with disabilities.

15
16 **4.0 Removal of Students with IEP’s from school grounds**

17
18 A. Removal by Crisis Team

19
20 If the behavior of a student with an IEP escalates to the point where
21 the student’s behavior endangers or threatens the health, safety, or
22 property of the student or other individuals, or school property, the
23 school building’s crisis team may be summoned and the student may
24 be removed from school grounds, at the discretion of the crisis team.

25
26 If the student’s behavior cannot be safely managed, the crisis team
27 may enlist the assistance of other individuals, including the school
28 liaison officer or other peace officer.

29
30 B. Removal by Police Liaison Officer or Other Peace Officer

31
32 If a student with an IEP engages in conduct which endangers or
33 threatens the health, safety, or property of the student or other
34 individuals, or school property, the school building’s crisis team,
35 building administrator, or administrative designee may request that the
36 police liaison officer or other peace officer remove the student from
37 school grounds.

38
39 In addition, school district personnel may report a crime committed by
40 a student with an IEP to appropriate authorities. If a school district
41 official reports a crime committed by a student with an IEP, school
42 personnel shall transmit copies of the student’s special education and
43 disciplinary records for consideration by the appropriate authorities to
44 whom the crime is reported, to the extent that the transmission is
45 permitted by the Family Education Rights and Privacy Act, the
46 Minnesota Government Data Practices Act, and applicable school
47 district policy.

48
49 The fact that a student with an IEP is covered by special education
50 law, does not prevent state law enforcement and judicial authorities

1 from exercising their responsibilities with regard to the application of
2 federal and state law to crimes committed by a student with an IEP.

3
4 C. Parental Notification

5
6 The building administrator or designee shall make reasonable efforts
7 to immediately notify the student's parent or guardian of the student's
8 removal from school grounds. In addition, the administrator or
9 designee shall ensure that a written incident report is prepared,
10 describing the incident.

11
12 D. Continued removals

13
14 Continued and repeated use of the removal process described in this
15 policy must be reviewed in the development of the student's IEP.

16
17 E. Effect of Policy in an Emergency; Use of Conditional Procedures

18
19 A student with an IEP may be removed in accordance with this policy
20 regardless of whether the student's conduct would create an
21 emergency.

22
23 If the school district seeks to remove a student with an IEP from school
24 grounds under this policy due to behaviors that constitute an
25 emergency and the student's Individualized Education Plan (IEP),
26 Individualized Interagency Intervention Plan (IIIP), or behavior
27 intervention plan (BIP) authorizes the use of one or more conditional
28 procedures, the crisis team may employ those conditional procedures,
29 in addition to any reasonable force that may be necessary, to facilitate
30 the student's removal from school grounds.

31
32 Conditional Procedures: "Conditional procedures" means interventions
33 that meet the definitions of aversive and deprivation procedures, which
34 are not prohibited. Conditional procedures include:

- 35
36 A. the use of manual restraint;
37 B. the use of mechanical or locked restraints;
38 C. time out procedures for seclusion; and
39 D. temporary delay or withdrawal of regularly scheduled meals or
40 water not to exceed 30 minutes.

41
42 If the crisis team initiates use of conditional procedures in an
43 emergency, the student's IEP team shall meet as soon as possible,
44 but no later than five (5) school days after emergency procedures have
45 commenced.

46
47
48
49
50

1 **Legal References:**

- 2
- 3 20 U.S.C. § 1415(k)(9) (Individuals with Disabilities Education Act (IDEA))
- 4 34 C.F.R. § 300.529 (IDEA Regulation Regarding Involvement of Law
- 5 Enforcement)
- 6 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
- 7 Minn Stat. § 13.01, *et seq.* (Minnesota Government Data Practices Act)
- 8 Minn Stat. § 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
- 9 Minn Stat. § 121A.582 (Student Discipline; Reasonable Force)
- 10 Minn Stat. § 121A.61 (Discipline and Removal of Students from Class)
- 11 Minn Stat. § 121A.67 (Aversive and Deprivation Procedures)
- 12 Minn Stat. § 609.06 (Authorized Use of Force)
- 13 Minn Stat. § 609.379 (Permitted Actions)
- 14 Minn Rule 3525.0200, Subp. 2c (Definition of “Emergency”)
- 15 Minn. Rule 3525.2900, Subp. 5 (The IEP and Regulated Interventions)

16

17

18 **Cross References:**

19

20 Board of Education Policy 541 and Administrative Guideline 541.1 (Student

21 Behavior)

22

23 Board of Education Policy 802 and Administrative Guideline 802.1 (Crisis

24 Management)

25

26 Board of Education Policy 977 and Administrative Guideline 977.1 (Enforcement

27 Agencies)

28

29

30 ADOPTED BY THE BOARD OF EDUCATION: March 15, 2004

31

32

33

OLD BUSINESS - FOR APPROVAL

Agenda Item V.C.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 21, 2020

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

To approve the Represent A School assignments for Calendar Year 2020.

Represent A School Assignments	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

Board Liaison Assignments 2020 – Second Draft

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. January 8, March 4, May 13	Boie Unowsky ??
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	??
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	Metro ECSU helps schools and other government		Unowsky

Educational Cooperative Service Unit Executive Committee	agencies fulfill their missions by delivering high quality services while reducing costs through collaboration.		
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	?? 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.	Quarterly, 5:00 p.m. – 7:30 p.m. January 14 March 10 May 12	Brakke Maleck Smisek 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 January 15 April 8	Unowsky
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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 21, 2020

Subject: Pay Equity Compliance Report

(Recommended by the Superintendent)

That the Board approve the attached Pay Equity Compliance Report.

Background Information

(Prepared by Craig Holje)

Pursuant to the Local Government Pay Equity Act, M.S. 471.991-471.999, one third of jurisdictions must report pay equity compliance on a scheduled year established by the Department of Employee Relations. Our District is required to report by January 31, 2020 using staff data in place as of December 31, 2019.

Compliance Report

Jurisdiction: ISD No. 280 - Richfield
7001 Harriet Avenue South

Report Year: 2020
Case: 1 - 2020 DATA (Private (Jur Only))

Richfield MN 55423

Contact: Craig Holje

Phone: (612) 798-6031

E-Mail: craig.holje@rpsmn.org

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	28	41	4	73
# Employees	95	561	16	672
Avg. Max Monthly Pay per employee	4,323.26	7,931.37		7,356.03

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 178.97 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	17	32
b. # Below Predicted Pay	11	9
c. TOTAL	28	41
d. % Below Predicted Pay (b divided by c = d)	39.29	21.95

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 654	Value of T = -12.545
-------------------------------	----------------------

- a. Avg. diff. in pay from predicted pay for male jobs = \$26
- b. Avg. diff. in pay from predicted pay for female jobs = \$1,595

III. SALARY RANGE TEST = 119.73 (Result is A divided by B)

- A. Avg. # of years to max salary for male jobs = 4.60
- B. Avg. # of years to max salary for female jobs = 3.84

IV. EXCEPTIONAL SERVICE PAY TEST = 105.85 (Result is B divided by A)

- A. % of male classes receiving ESP 71.43 *
- B. % of female classes receiving ESP 75.61

*(If 20% or less, test result will be 0.00)

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 21, 2020

SUBJECT: Bid Authorization - Richfield High School - Partial Re-Roofing Project

(Recommended by the Superintendent)

That the Board of Education authorize Administration to solicit bids for partial re-roofing at Richfield High School.

Background Information

(Prepared by Craig Holje and Dan Kretsinger)

This is an authorization allowing the administration to solicit bids for the partial re-roofing at the Richfield High School Building for completion during the summer 2020.

The project, outlined on the attachment, is part of our ongoing annual roof replacement plan, paid through our Long Term Facility Maintenance (LTFM) revenue. The proposed FY20-21 LTFM budget for this work is projected at \$310,000, including consultant fees. The Project would begin during the first week of June. We prefer to begin the bid process early to get the best proposals and negotiate an August completion date. Tremco, Inc. is our consultant, and will be preparing the plans and specifications for the project as well as providing project management and quality control services.

The bid opening is tentatively scheduled for late February or early March at the District Office.



SERVICES AGREEMENT

DATE: January 3, 2020

OWNERS: Richfield Public Schools

PHONE: (612-798-6081)

REP: Attn: Mr. Dan Kretsinger
Director of Facilities and Transportation
7001 Harriet Ave South
Richfield, MN 55423
dan.kretsinger@rpsmn.org

PROJECT IDENTIFICATION:

Roof replacement of Roof Areas #1, 2 & 3 at Richfield High School as indicated in the attached preliminary drawing set and summarized below:

- Remove the existing coal tar pitch roof assembly and associated insulation down to the structural roof deck at all areas identified.
- Install new/additional wood blocking at all perimeters to ensure a raised edge detail is provided and to accommodate the new tapered insulation.
- Raise all curbs and penetrations to a minimum of 8" above the new finished roof height.
- Install fully tapered R-30 minimum insulation at all roof areas. Concrete deck areas to be primed and the insulation set in full moppings of hot asphalt. At steel deck areas the base layers are to be mechanically attached, while the tapered layers are to be set in full moppings of hot asphalt.
- Install High density wood fiber coverboard in full moppings of hot asphalt.
- Install gravel surfaced BUR membrane and flashing system capable of receiving a 30-year total system warranty.
- Install new prefinished sheet metal at all perimeters and penetrations.
- Install 22-gauge flush mount concealed fastener panels at the existing penthouse:
 - Install wood blocking at the base of the penthouse to receive the base flashing and provide enough flashing height. Terminate the top of base flashing and seal to the existing metal panels with a reinforced fluid applied flashing assembly
 - Extend and alter the existing louvers and louver flashing as needed to accommodate the new panels
 - Apply high temp ice and water guard over the entire existing penthouse wall panel assembly
 - Install horizontal hat channels or approved framing members as needed to appropriately attach the wall panel assembly
 - Install 22-gauge flush mount wall panels (UC-500 or similar) and all associated flashing and trim
- Verify proper function and operation of all existing mechanical equipment, roof drains, vent pipes, etc.

PROJECT BUDGET:

\$295,000.00 - \$310,000.00

SERVICES AND FEE SUMMARY:

Tremco, Inc. will provide the following services. Please note any modifications/exclusions and initial.

I. REROOF PROJECT DESIGN, SPECIFICATION AND MANAGEMENT SERVICES

A. Project Design and Specification

1. Complete project diagnostics and inspections necessary to prepare project documents
2. Prepare multiple design and budget options for owner review
3. Project specifications as needed to deliver a complete bid package
4. Project specific drawings and details custom tailored to each individual project
5. Prepare and deliver project addenda as needed during the bidding process
6. Independent engineer's review and stamp
7. Complete plan review process with the State of MN

B. Project Administration

Tremco, Inc. will provide the following roof management services:

1. Assist in preparation of the bid advertisement for said roofing project.
2. Attend pre-bid meeting with all roofing contractors to review project scope of work and address any questions during the bidding process.
3. Attend bid opening to aid Owner in selecting project design choice and roofing contractor.
4. Attend preconstruction meeting with the selected roofing contractor to reinforce all project criteria and requirements. Tremco, Inc. will respond to questions and issue meeting minutes.

5. Receive all shop drawings, product data, samples and other submittals from the contractor and review, if required; coordinate them with information contained in the contract documents and approve or reject the same.
6. Review the contractor's applications for payment as submitted by contractor and approve or disapprove such applications in whole or in part, and forward to Owner for payment; maintain records of all such applications and approvals.
7. Compile and provide a job closeout file, including the information and paperwork developed during the roofing project.

C. Construction Observation – Contractor to bear the cost of these services in the bid package

Tremco, Inc. will provide the following construction observation services:

1. Assist Owner in coordinating the work of the contractor with facility operations and other activities to complete the work in accordance with the contract documents.
2. Schedule and conduct progress meetings to discuss such matters as procedures, progress, problems and scheduling.
3. Observe the work by visiting the site on a full-time or part-time basis, as agreed to the Owner. Tremco's personnel will familiarize themselves with the progress of the project to determine if the work is proceeding in accordance with the contract documents.
4. Recommend necessary or desirable changes to the Owner. Review requests to changes, assist in negotiating contractor's requests, submit recommendations to Owner, and prepare and sign change orders for necessary approval.
5. Consult with Owner if a contractor requests interpretation of the intent of the drawings and specifications, giving interpretation in writing, and assisting in the resolution of questions that may arise.
6. Record the progress of the work and submit written progress reports to Owner. Documentation will include field reports and photographs.
7. When work is ready for final inspection, conduct final inspection to evaluate the completion of the work of the contractor and submit to the contractor a completion punch list.

II. ADDITIONAL SERVICES

- A.** If any other relevant services not included in this proposal are deemed necessary, Tremco will coordinate the required services of a third-party firm to supply such

services. Examples could include Infrared scans, asbestos testing, structural engineering needs if unforeseen conditions are uncovered.

III. FEE SCHEDULE

A. ROOF PROJECT SPECIFICATION AND MANAGEMENT SERVICES

1. Project Design and Specification: These services are included with material procurement through the Metro ECSU Service Cooperative
 - a. Cost: No Charge with Cooperative Material Procurement
2. Project Administration: These services are included with material procurement through the Metro ECSU Service Cooperative
 - a. Cost: No Charge with Cooperative Material Procurement
3. Construction Observation (Frequency of Inspection TBD):
 - a. Cost: Included with Bid/Material Package

B. ADDITIONAL SERVICES

1. Additional costs deemed to be above and beyond scope of project (responsibility of the roofing contractor if project schedule not met)
 - a. Construction Observation \$90.00/Day
 - b. Staff Consultant \$105.00/Hour

This Agreement entered into as of the day and year first written above:

Richfield Public Schools

TREMCO, INC.

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

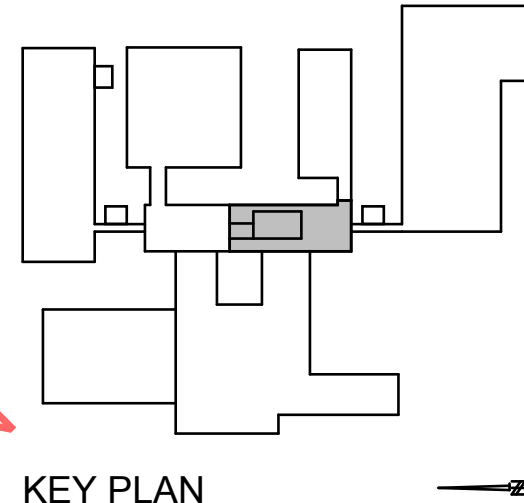
Date: _____

PROJECT:

RICHFIELD PUBLIC SCHOOLS - ROOFING PROJECT

PROJECT ADDRESS:

RICHFIELD SCHOOL
7001 HARRIET AVE.
RICHFIELD, MN 55423



KEY PLAN

REVISIONS	NO.	DATE	BY
70% REVIEW	1	0422/19	BDK
85% REVIEW	2	0423/19	BDK
100%	3	04/24/19	BDK

NOTES:

GENERAL NOTES:

1. THE DATA ILLUSTRATED IN THESE DOCUMENTS HAS BEEN GATHERED FROM MULTIPLE SOURCES AND MAY BE DIFFERENT FROM THE ACTUAL CONDITIONS AT THE TIME OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY CONDITIONS PRIOR TO THE START OF CONSTRUCTION.
2. ANY DISCREPANCIES IN THESE DOCUMENTS NOTED BY THE CONTRACTOR SHALL BE BROUGHT TO ATTENTION PRIOR TO THE BID SUBMISSION.
3. PROVIDE AN OVERFLOW DRAINAGE PROVISION TO SERVICE EACH PRIMARY DRAIN BOWL OR SCUPPER. ALL OVERFLOW PROVISIONS SHALL BE 2" ABOVE THE PRIMARY DRAINAGE.
4. WHEN UTILIZING EXPOSED METAL FASTENERS FOR FLASHING AND CAP METAL CONDITIONS, ENSURE THE PENETRATION OF THE FASTENER THROUGH THE SPECIFIED HIGH TEMPERATURE SELF ADHERING MEMBRANE. TORQUE EXPOSED METAL FASTENERS IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS AND RECOMMENDATIONS.
5. DEAD LOAD LIMITATIONS; THE NEW ROOF SYSTEMS WILL CARRY A DEAD LOAD WEIGHT LESS THAN, OR EQUIVALENT TO THE EXISTING ROOF SYSTEM COMPONENTS BEING REPLACED UNDER THIS PROJECT. IN THE EVENT THAT THE NEWLY SPECIFIED ROOF SYSTEM EXCEEDS THE EXISTING DEAD LOAD ON THE STRUCTURE, PROVIDE THE SPECIFIED STRUCTURAL MODIFICATIONS, DESIGNED BY A LICENSED PROFESSIONAL, PRIOR TO INSTALLATION OF ANY NEW ROOFING COMPONENTS.

PROJECT TEAM:

CLIENT:

RICHFIELD SCHOOL
7001 HARRIET AVE.
RICHFIELD, MN 55423

MANUFACTURER:

TREMCO ROOFING AND BUILDING MAINTENANCE
301 LEE CIRCLE
ALBERT LEA, MN 56007

SHEET INDEX:

SHEET #	DWG #	DESCRIPTION
01 OF 08	A-000	TITLE SHEET & SHEET INDEX
02 OF 08	A-001	ROOF AREA PLANS
03 OF 08	A-002	EXISTING CONSTRUCTION PROFILES
04 OF 08	A-003	NEW ROOF CONSTRUCTION PROFILES
05 OF 08	A-004	CONSTRUCTION DETAILS
06 OF 08	A-005	CONSTRUCTION DETAILS
07 OF 08	A-006	CONSTRUCTION DETAILS
08 OF 08	A-007	TAPERED INSULATION SYSTEM PLANS AND DIAGRAMS

TYPICAL SYMBOLS:

LEGEND

- ROOF PARAPET / SEPARATION JOINT
- ROOF EDGE
- PITCH PAN DETAIL 03/A-006
- VENT PIPE DETAIL 02/A-006
- PIPE PENETRATION
- SCUPPER
- OVERFLOW SCUPPER
- ROOF DRAIN & SUMP DETAIL 01/A-006
- OVERFLOW ROOF DRAIN
- MECHANICAL CURB DETAIL 04/A-006
- SKYLIGHT
- ROOF HATCH
- GOOSENECK EXHAUST

MATERIALS

- EXISTING WALL
- DIMENSIONED LUMBER
- BATT INSULATION
- POLYISOCYANURATE INSULATION
- COVERBOARD INSULATION
- CONCRETE DECK / STONE DECK
- PLYWOOD
- METAL
- WOOD DECK

ANNOTATIONS

- DETAIL NO. 01
SHEET NO. A-000
CONDITION IS SIMILAR TO DETAIL NO.
- ROOF NO. ROOF AREA #1
ROOF SLOPE +/- 0°/1'-0"
APPROXIMATE SLOPE
- NORTH POINT
NORTH ARROW
- BREAK LINE
- AREA IN CONTRACT
- AREA NOT IN CONTRACT
- EXISTING GAS PIPE LINE

PRELIMINARY NOT FOR CONSTRUCTION

DRAWING TITLE
TITLE SHEET & SHEET INDEX

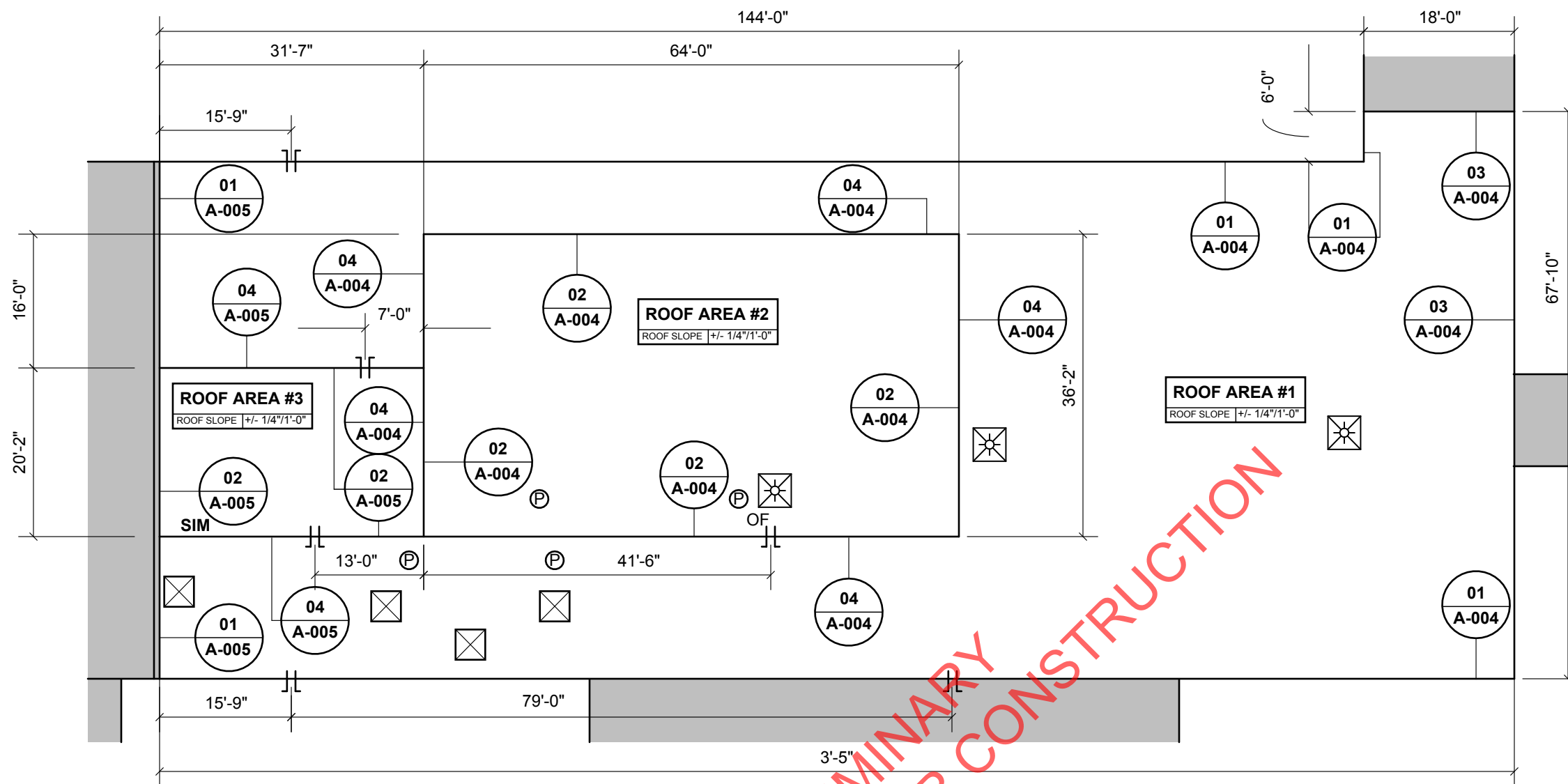
CUSTOMER:
RICHFIELD PUBLIC SCHOOLS

BUILDING:
RICHFIELD HIGH SCHOOL
7001 HARRIET AVE.
RICHFIELD, MN 55423

DRAWN BY: JLB
DATE DRAWN: 4/22/19

APPROVED: R. PALMER
SURVEY DATE:

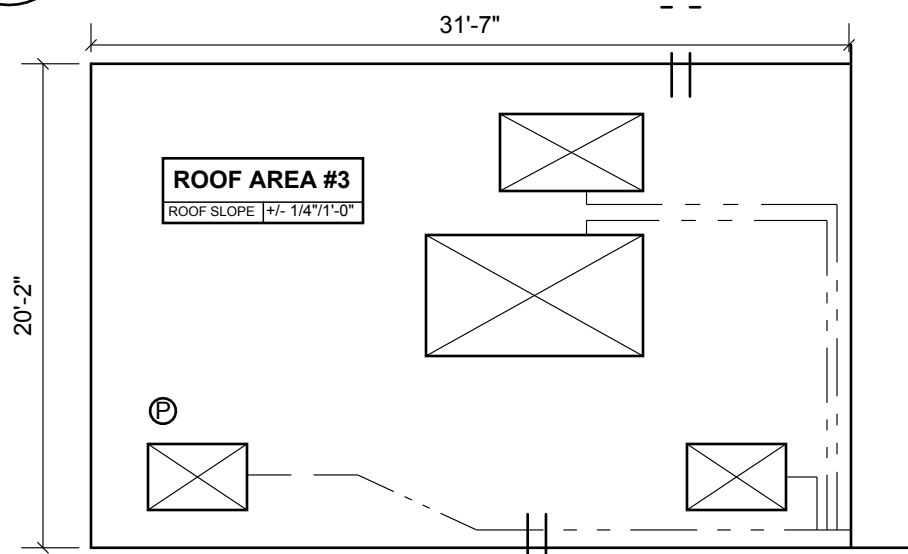
A-000



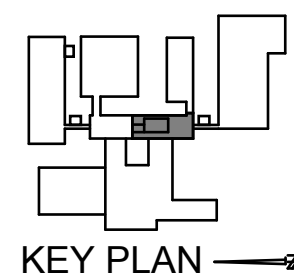
01
A-001 ROOF PLAN AREAS 1, 2 & 3



PRELIMINARY
NOT FOR CONSTRUCTION



02
A-001 DETAIL ROOF PLAN AREA 3



KEY PLAN

REVISIONS	NO.	DATE	BY
70% REVIEW	1	0422/19	BDK
85% REVIEW	2	0423/19	BDK
100%	3	04/24/19	BDK

NOTES:

GENERAL NOTES:

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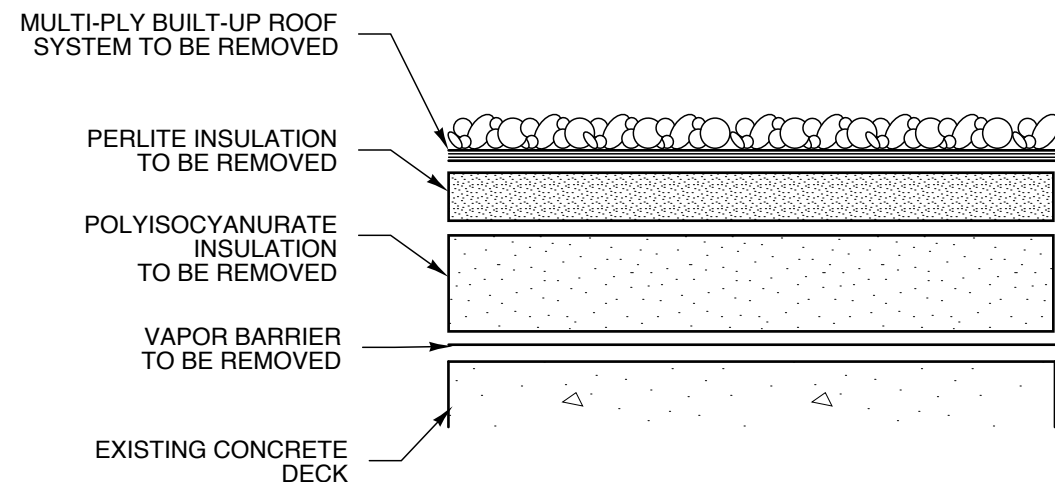
DRAWING TITLE		A-001
ROOF AREA PLANS		
CUSTOMER:		
RICHFIELD PUBLIC SCHOOLS		
BUILDING:		
RICHFIELD HIGH SCHOOL 7001 HARRIET AVE. RICHFIELD, MN 55423		
DRAWN BY	DATE DRAWN	A-001
JLB	4/22/19	
APPROVED	SURVEY DATE	A-001
R. PALMER		

REVISIONS	NO.	DATE	BY
70% REVIEW	1	0422/19	BDK
85% REVIEW	2	0423/19	BDK
100%	3	04/24/19	BDK

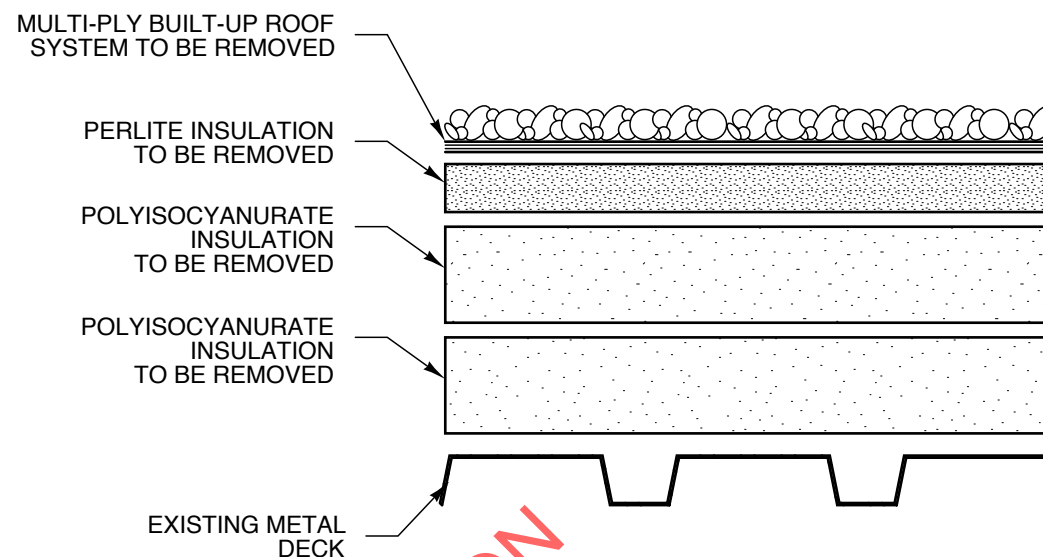
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GENERAL NOTES:

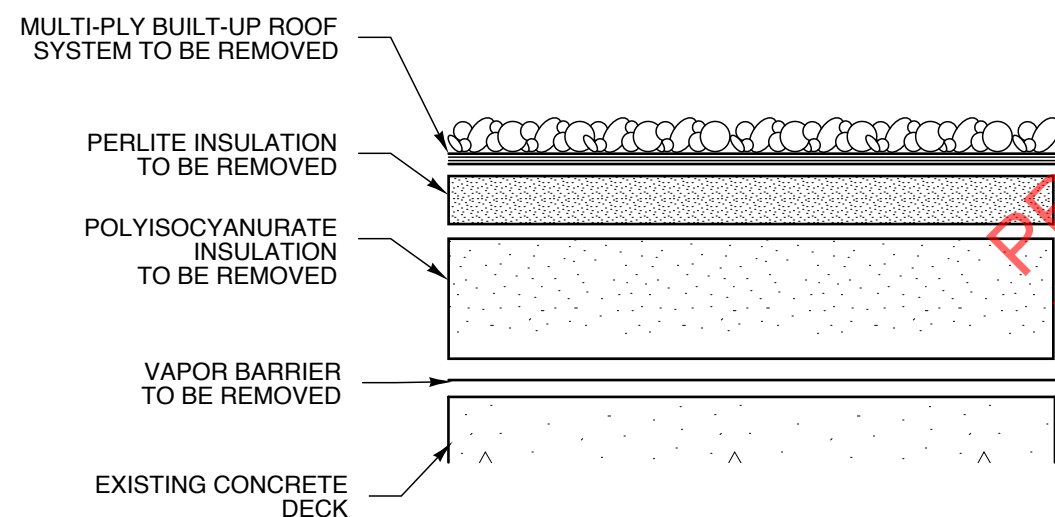
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01
A-002 **EXISTING CONSTRUCTION ROOF AREA 1**
0 2" 4" 8"



01
A-002 **EXISTING CONSTRUCTION ROOF AREA 2**
0 2" 4" 8"



01
A-002 **EXISTING CONSTRUCTION ROOF AREA 3**
0 2" 4" 8"

PRELIMINARY
NOT FOR CONSTRUCTION

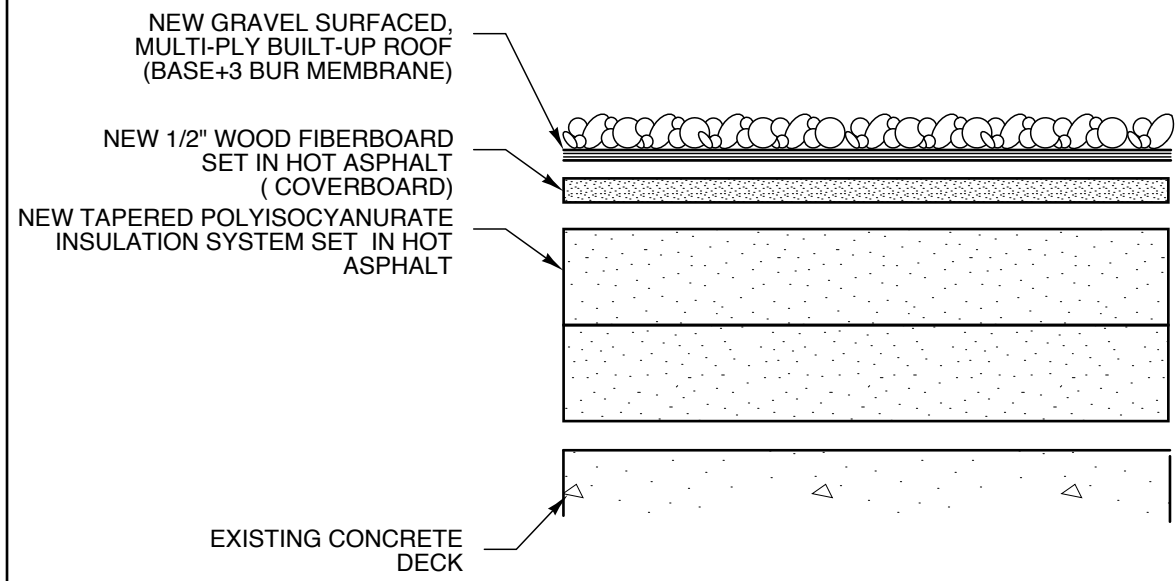
DRAWING TITLE		A-002
EXISTING CONSTRUCTION PROFILES		
CUSTOMER:		
RICHFIELD PUBLIC SCHOOLS		
BUILDING:		
RICHFIELD HIGH SCHOOL 7001 HARRIET AVE. RICHFIELD, MN 55423		
DRAWN BY	DATE DRAWN	A-002
JLB	4/22/19	
APPROVED	SURVEY DATE	A-002
R. PALMER		

REVISIONS	NO.	DATE	BY
70% REVIEW	1	0422/19	BDK
85% REVIEW	2.	0423/19	BDK
100%	3	04/24/19	BDK

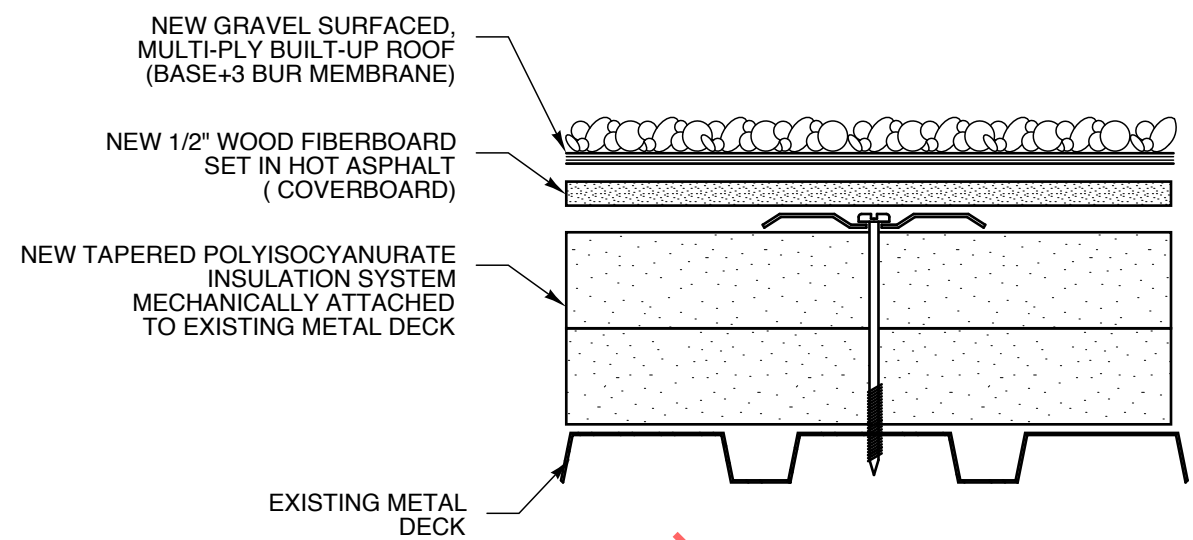
NOTES:

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01 RE-ROOF CONSTRUCTION SECTION AREA 1 & 3
A-003
 0 2" 4" 8"



01 EXISTING CONSTRUCTION ROOF AREA 2
A-003
 0 2" 4" 8"

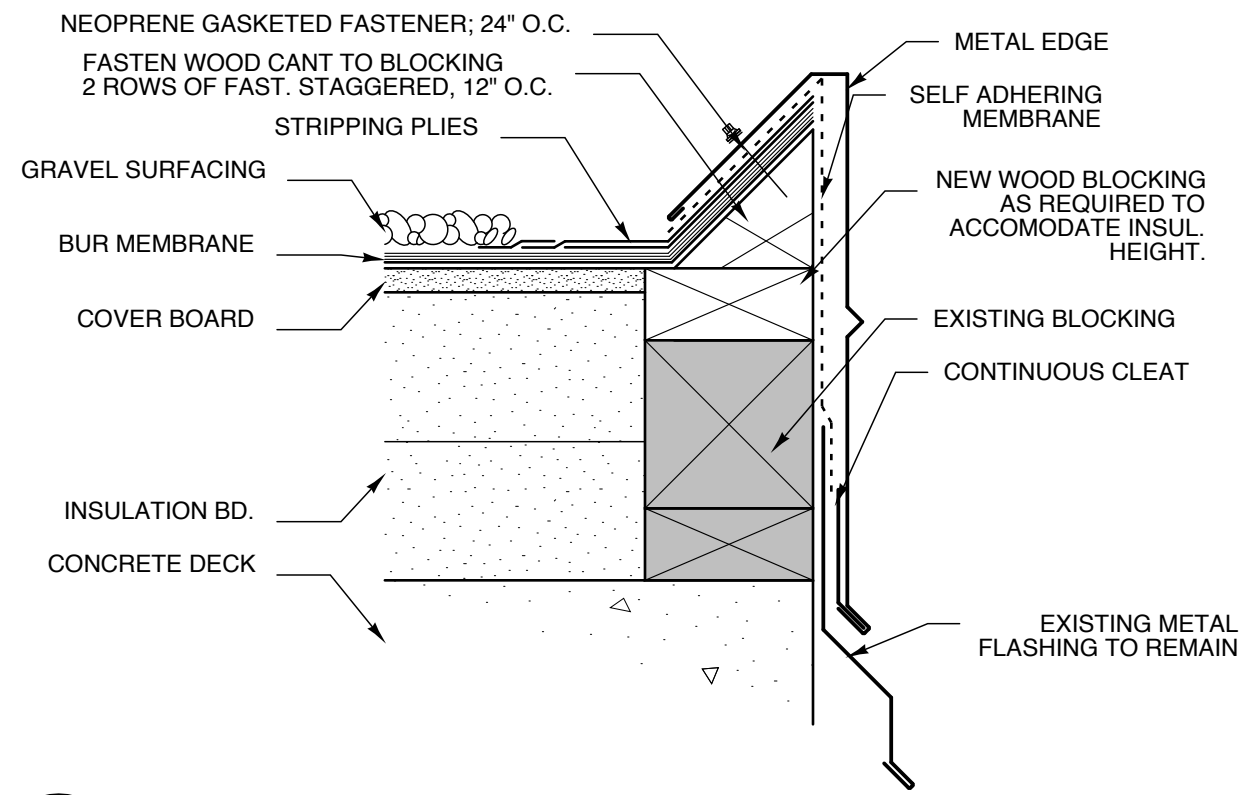
PRELIMINARY
NOT FOR CONSTRUCTION

DRAWING TITLE
NEW ROOF CONSTRUCTION PROFILES

CUSTOMER:
RICHFIELD PUBLIC SCHOOLS

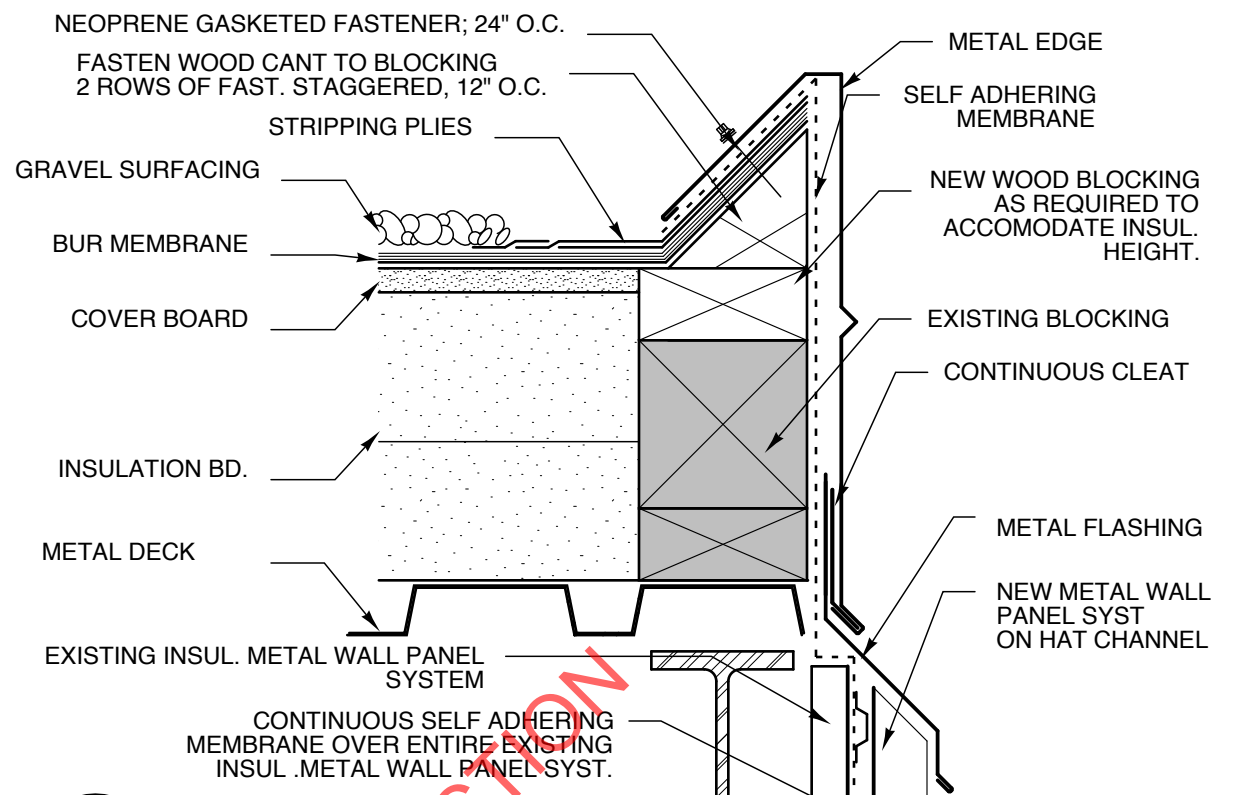
BUILDING:
RICHFIELD HIGH SCHOOL
 7001 HARRIET AVE.
 RICHFIELD, MN 55423

DRAWN BY JLB	DATE DRAWN 4/22/19	A-003
APPROVED R. PALMER	SURVEY DATE	



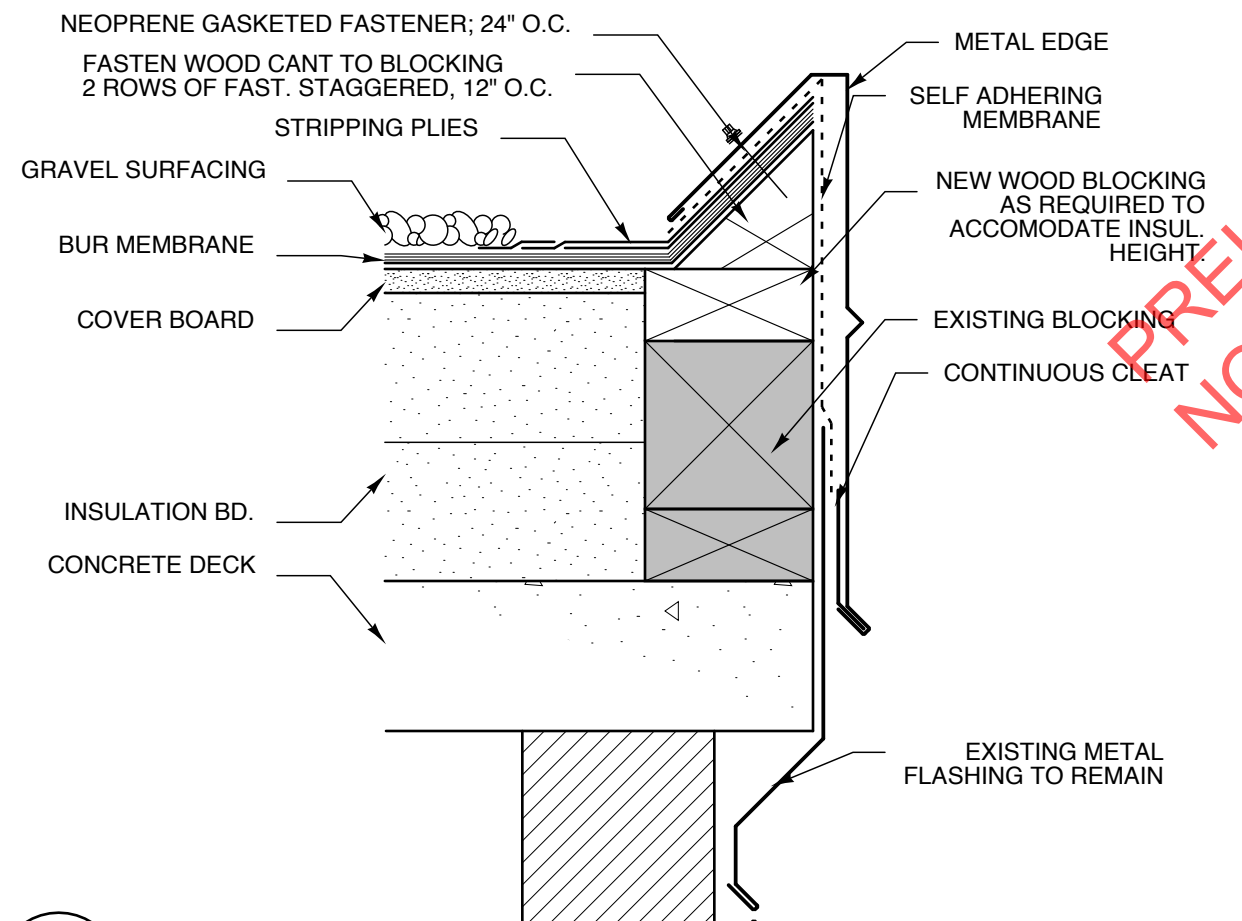
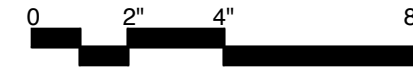
01 ROOF EDGE DETAIL

A-004



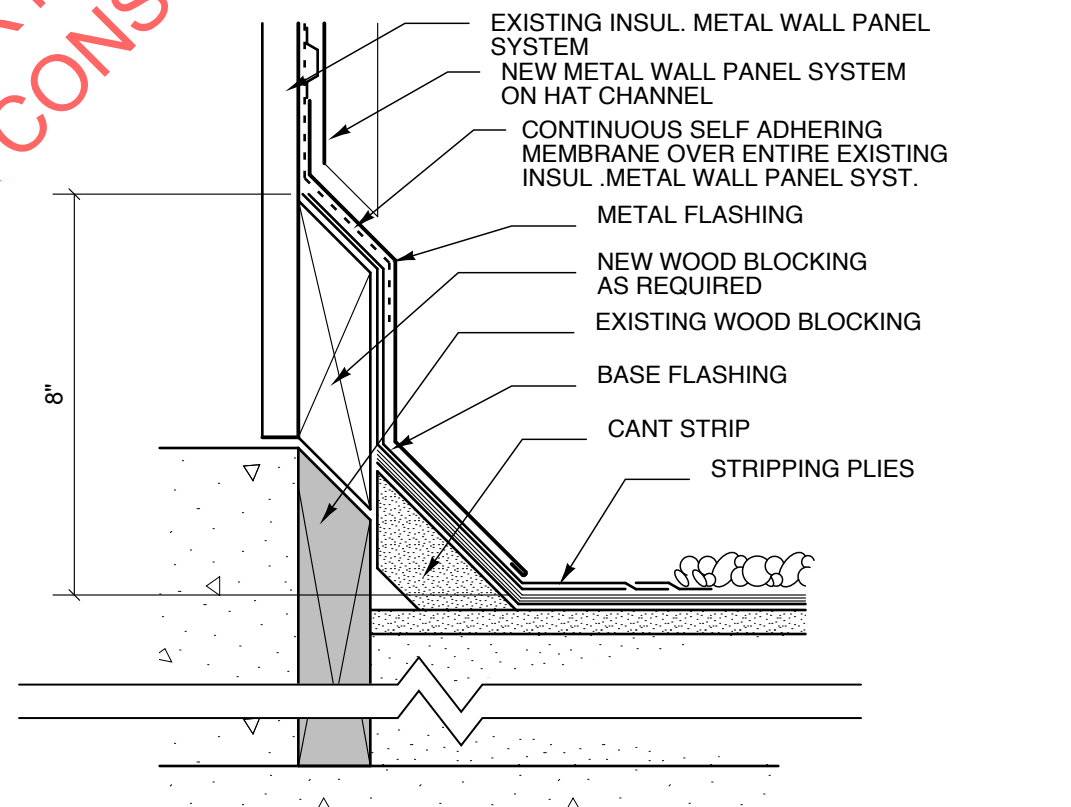
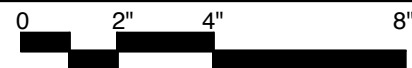
02 ROOF EDGE DETAIL

A-004



03 ROOF EDGE DETAIL

A-004



04 BASE FLASHING DETAIL

A-004



REVISIONS	NO.	DATE	BY
70% REVIEW	1	0422/19	BDK
85% REVIEW	2	0423/19	BDK
100%	3	04/24/19	BDK

NOTES:

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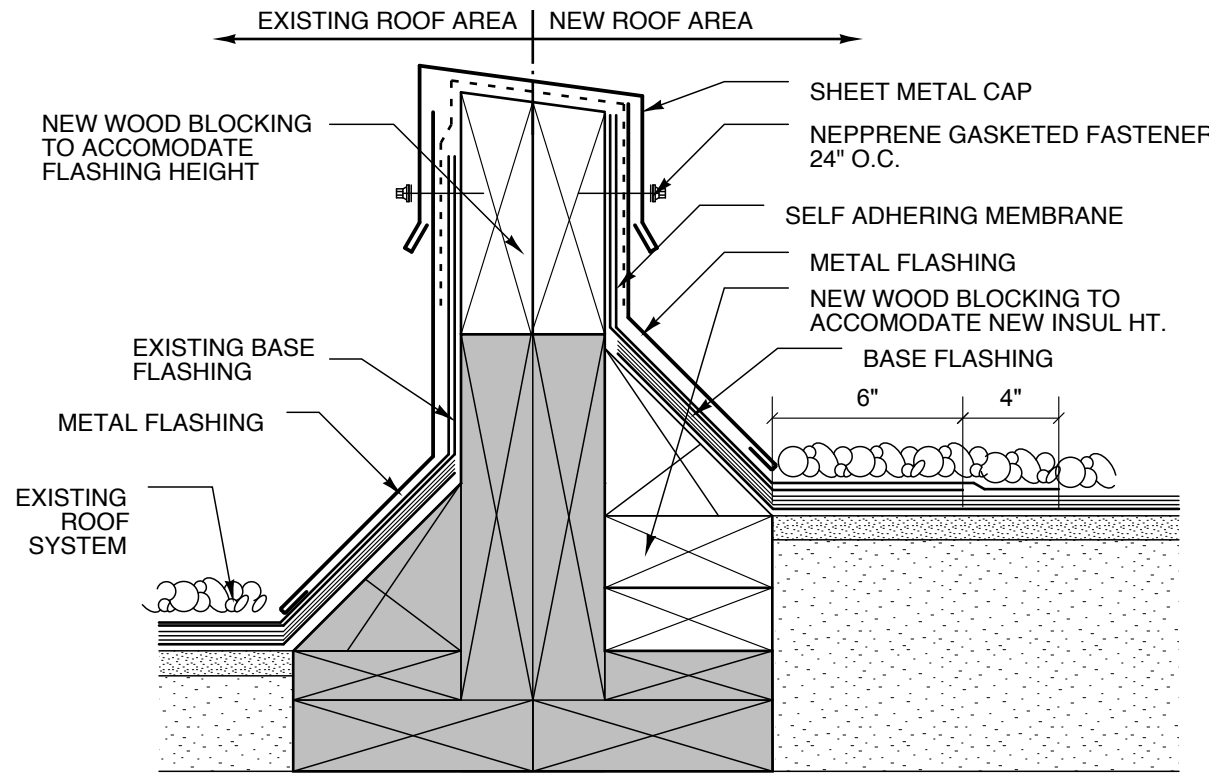
DRAWING TITLE
CONSTRUCTION DETAILS

CUSTOMER:
RICHFIELD PUBLIC SCHOOLS

BUILDING:
**RICHFIELD HIGH SCHOOL
7001 HARRIET AVE.
RICHFIELD, MN 55423**

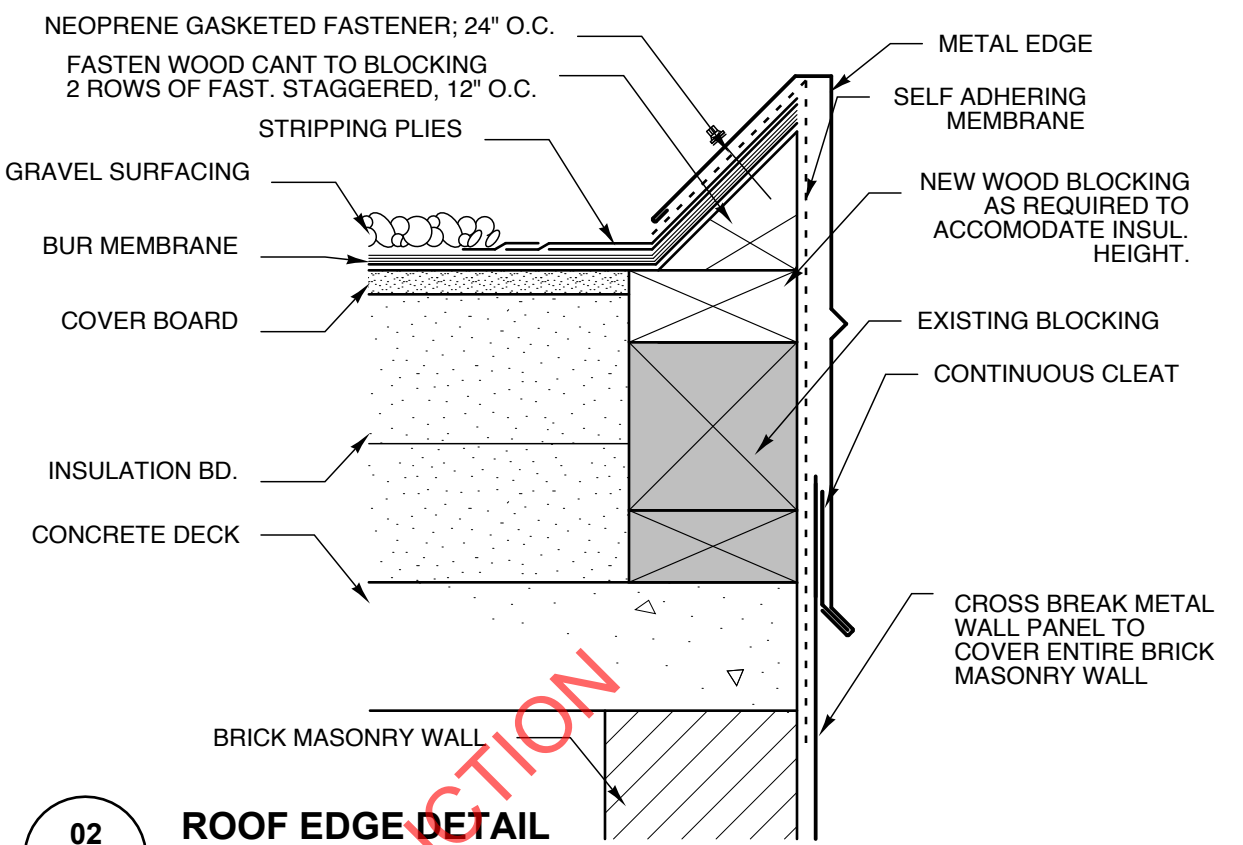
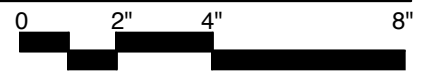
DRAWN BY JLB	DATE DRAWN 4/22/19
APPROVED R. PALMER	SURVEY DATE

A-004



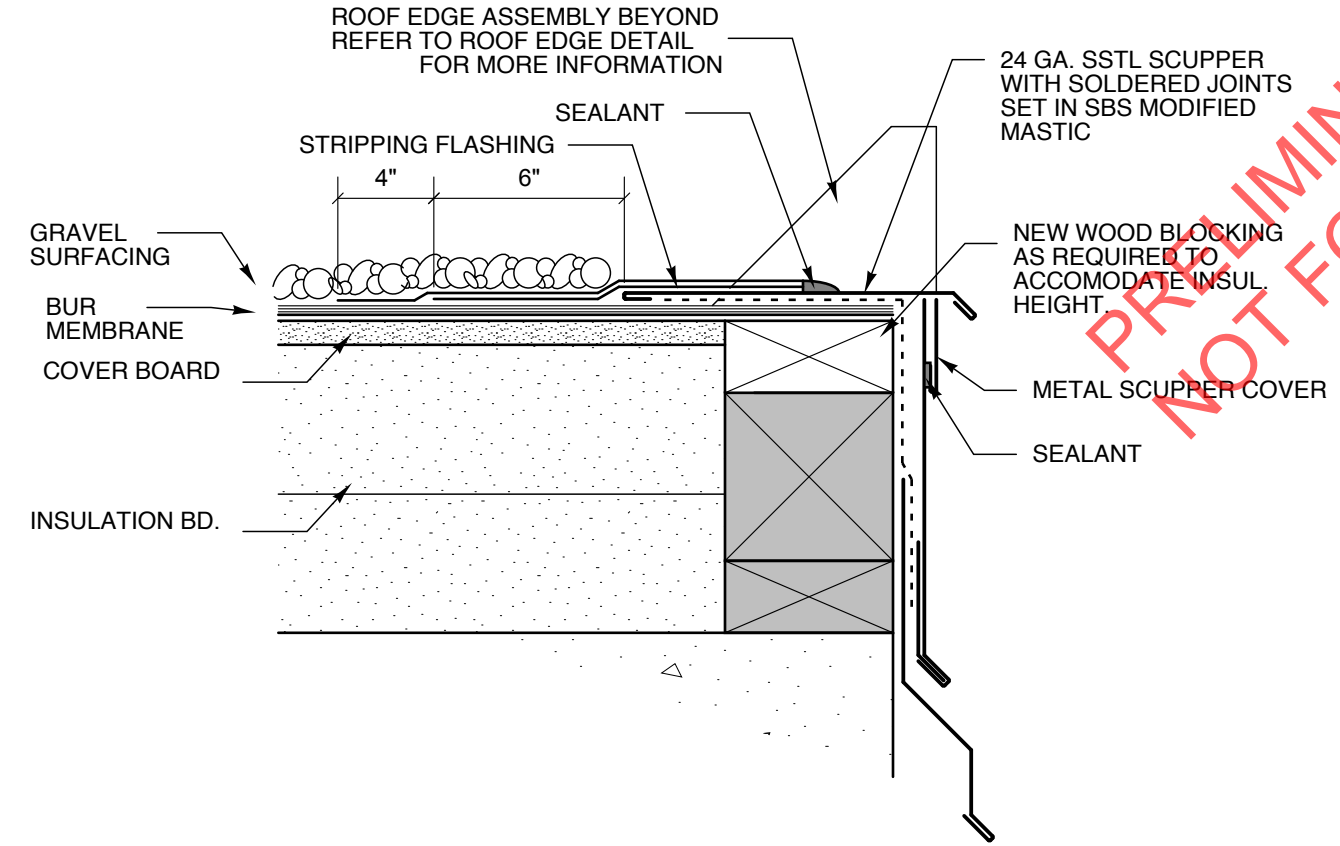
01 AREA DIVIDER

A-005



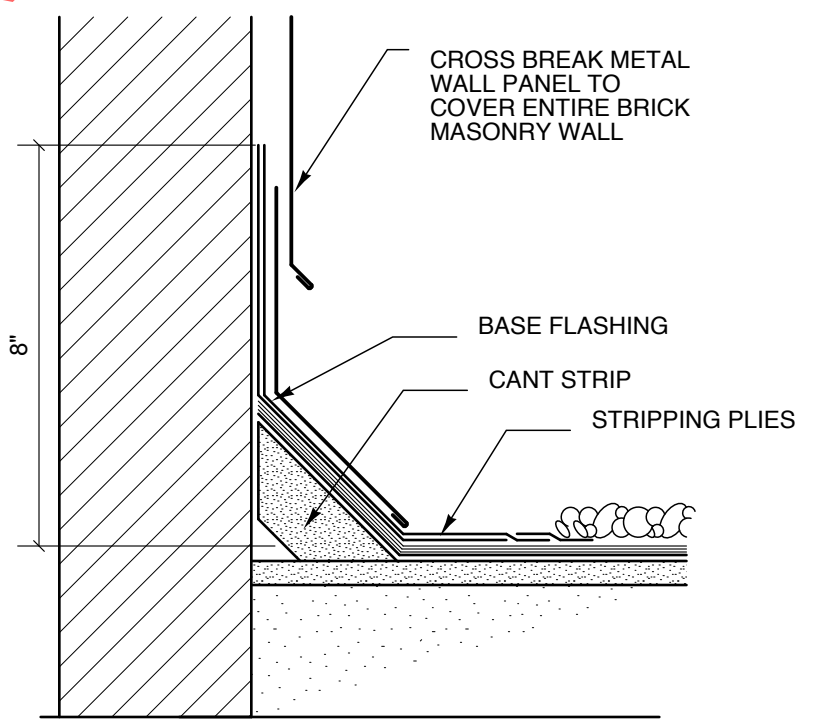
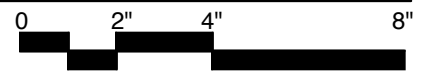
02 ROOF EDGE DETAIL

A-005



03 ROOF EDGE SCUPPER DETAIL

A-005



04 BASE FLASHING DETAIL

A-005



REVISIONS	NO.	DATE	BY
70% REVIEW	1	0422/19	BDK
85% REVIEW	2	0423/19	BDK
100%	3	04/24/19	BDK

NOTES:

GENERAL NOTES:

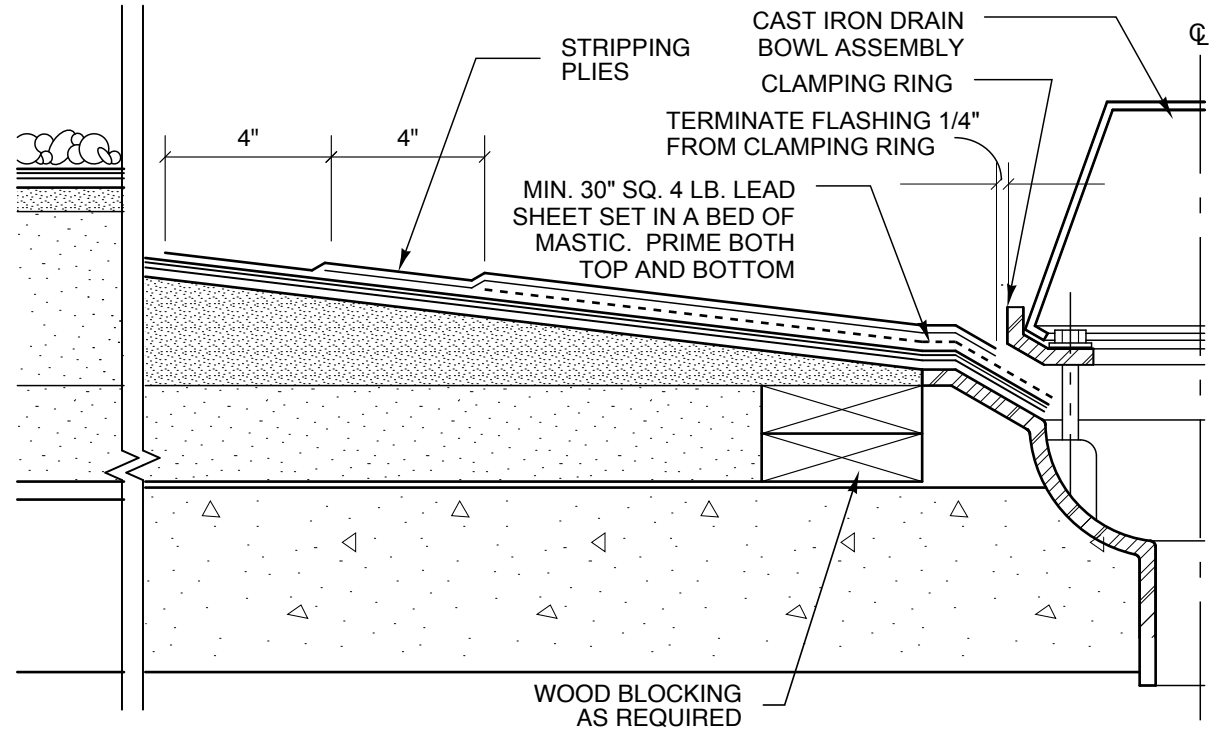
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DRAWING TITLE
CONSTRUCTION DETAILS

CUSTOMER:
RICHFIELD PUBLIC SCHOOLS

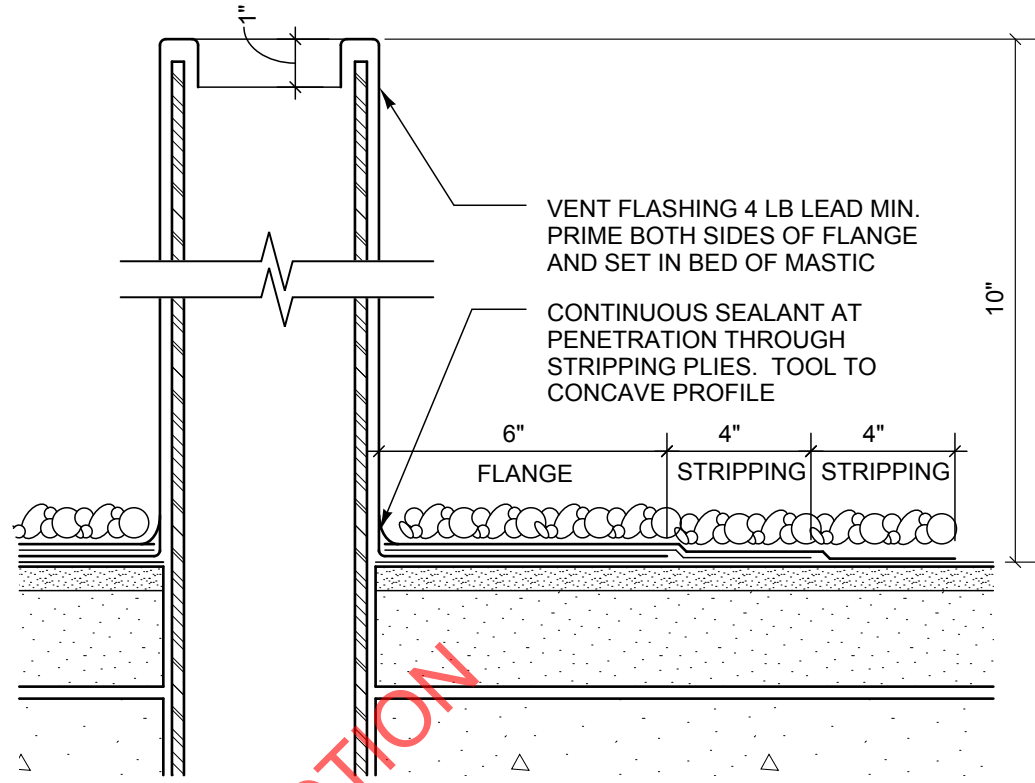
BUILDING:
RICHFIELD HIGH SCHOOL
7001 HARRIET AVE.
RICHFIELD, MN 55423

DRAWN BY JLB	DATE DRAWN 4/22/19	A-005
APPROVED R. PALMER	SURVEY DATE	



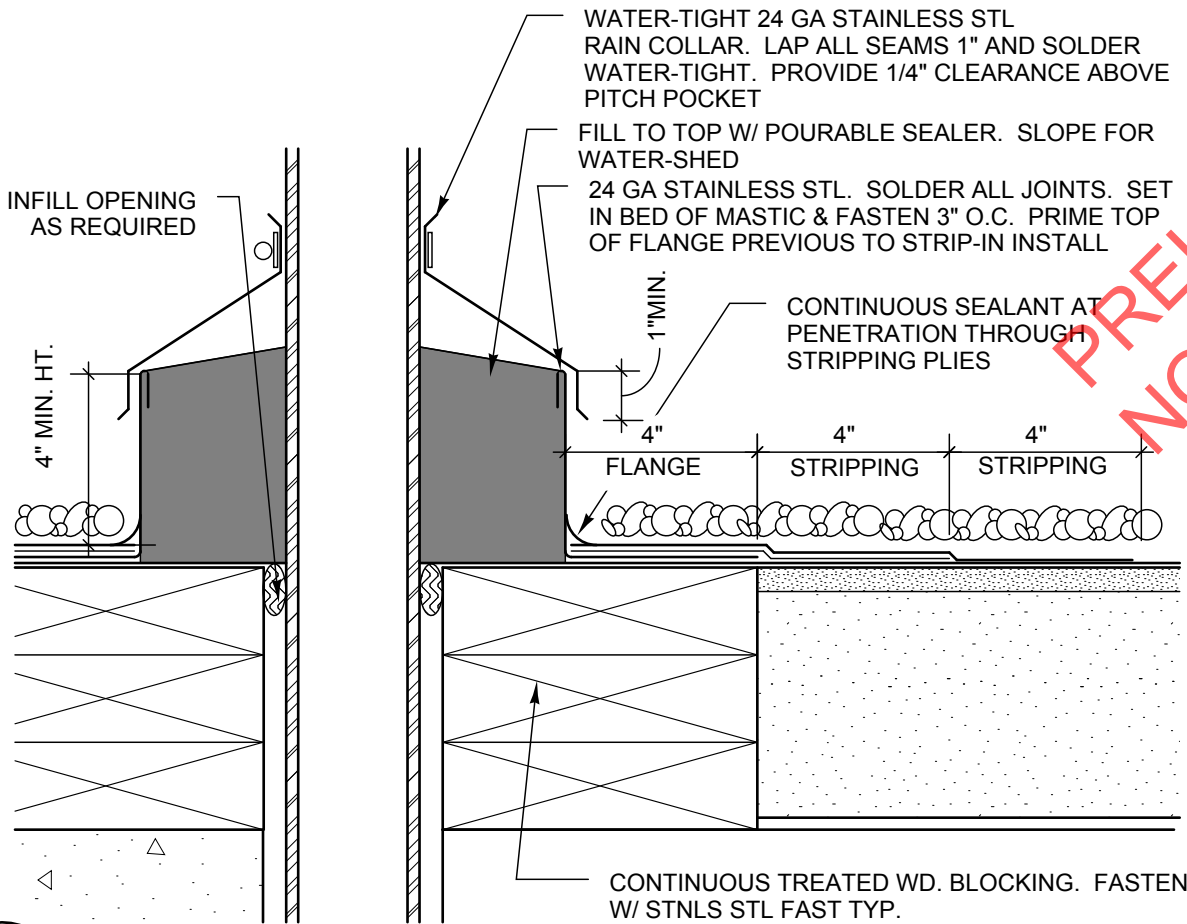
01 ROOF DRAIN DETAIL

A-006



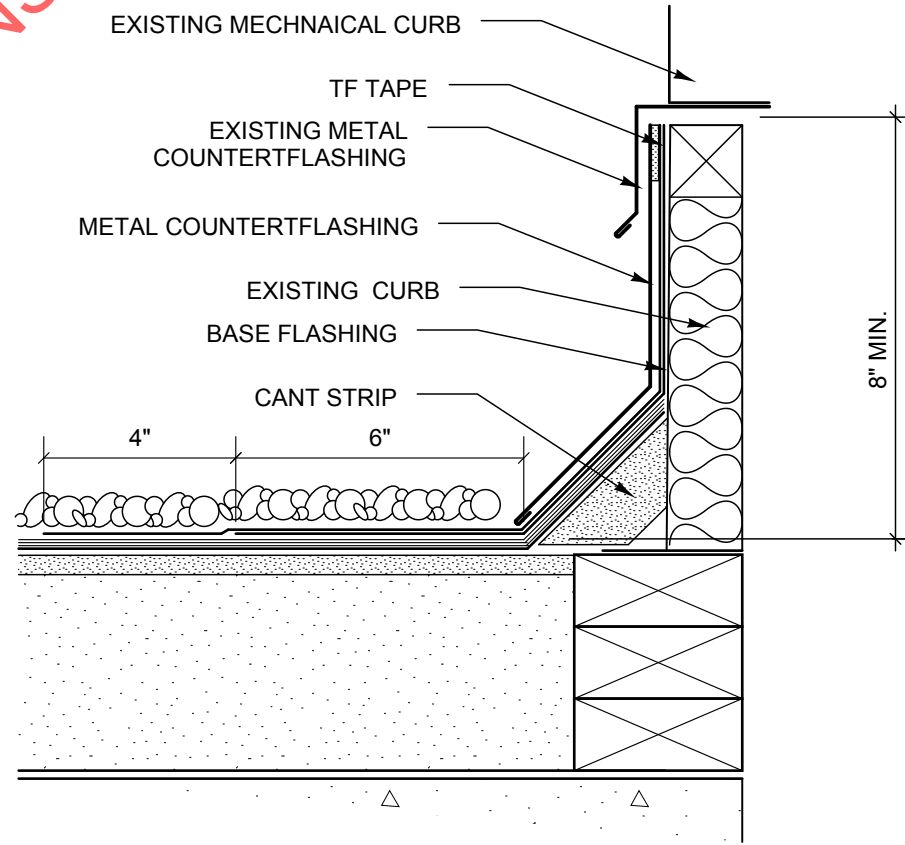
02 VENT PIPE DETAIL

A-006



03 POURABLE SEALER POCKET

A-006



04 MECHANICAL CURB

A-006



REVISIONS	NO.	DATE	BY
70% REVIEW	1	0422/19	BDK
85% REVIEW	2	0423/19	BDK
100%	3	04/24/19	BDK

NOTES:

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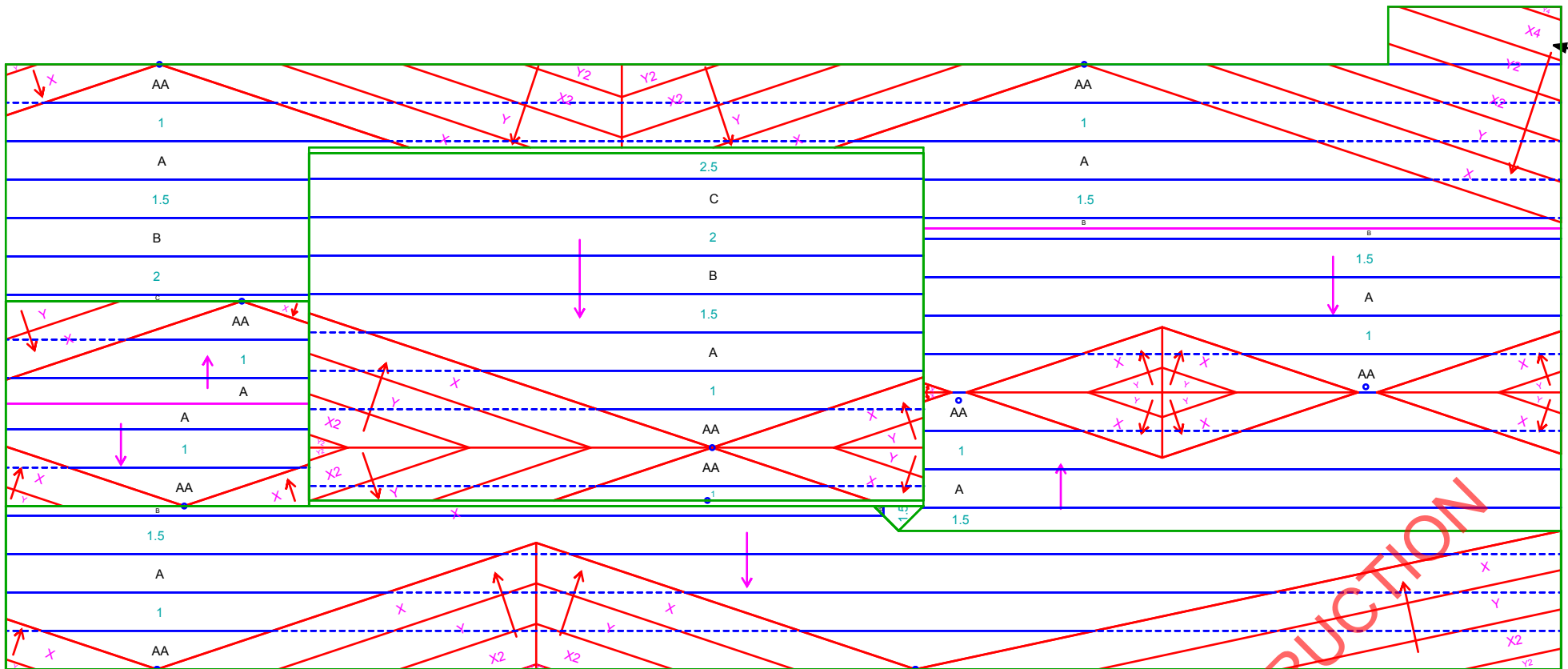
DRAWING TITLE
CONSTRUCTION DETAILS

CUSTOMER:
RICHFIELD PUBLIC SCHOOLS

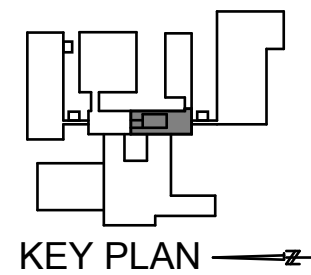
BUILDING:
RICHFIELD HIGH SCHOOL
7001 HARRIET AVE.
RICHFIELD, MN 55423

DRAWN BY JLB	DATE DRAWN 4/22/19	A-006
APPROVED R. PALMER	SURVEY DATE	

REVISIONS	NO.	DATE	BY
70% REVIEW	1	0422/19	BDK
85% REVIEW	2	0423/19	BDK
100%	3	04/24/19	BDK



2.5" + 2" FLAT
USED AT EXPANDED LOW
UNDER CRICKET.

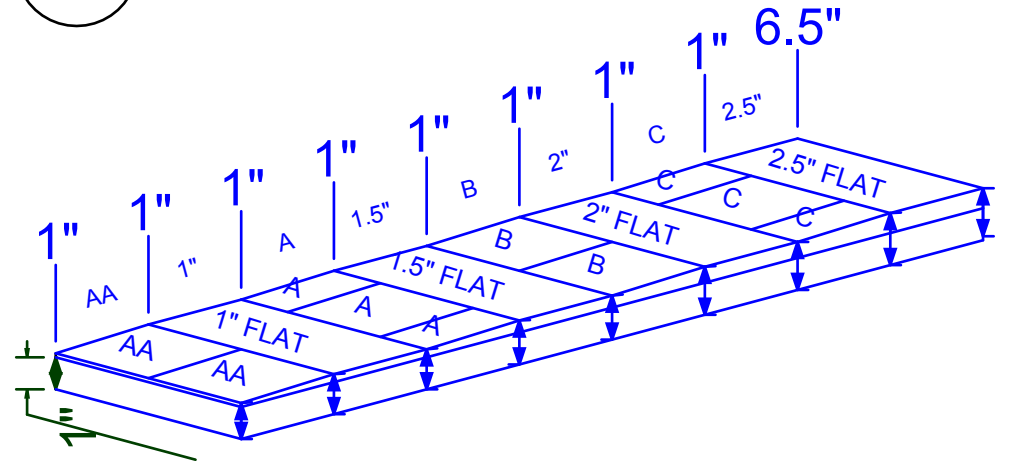


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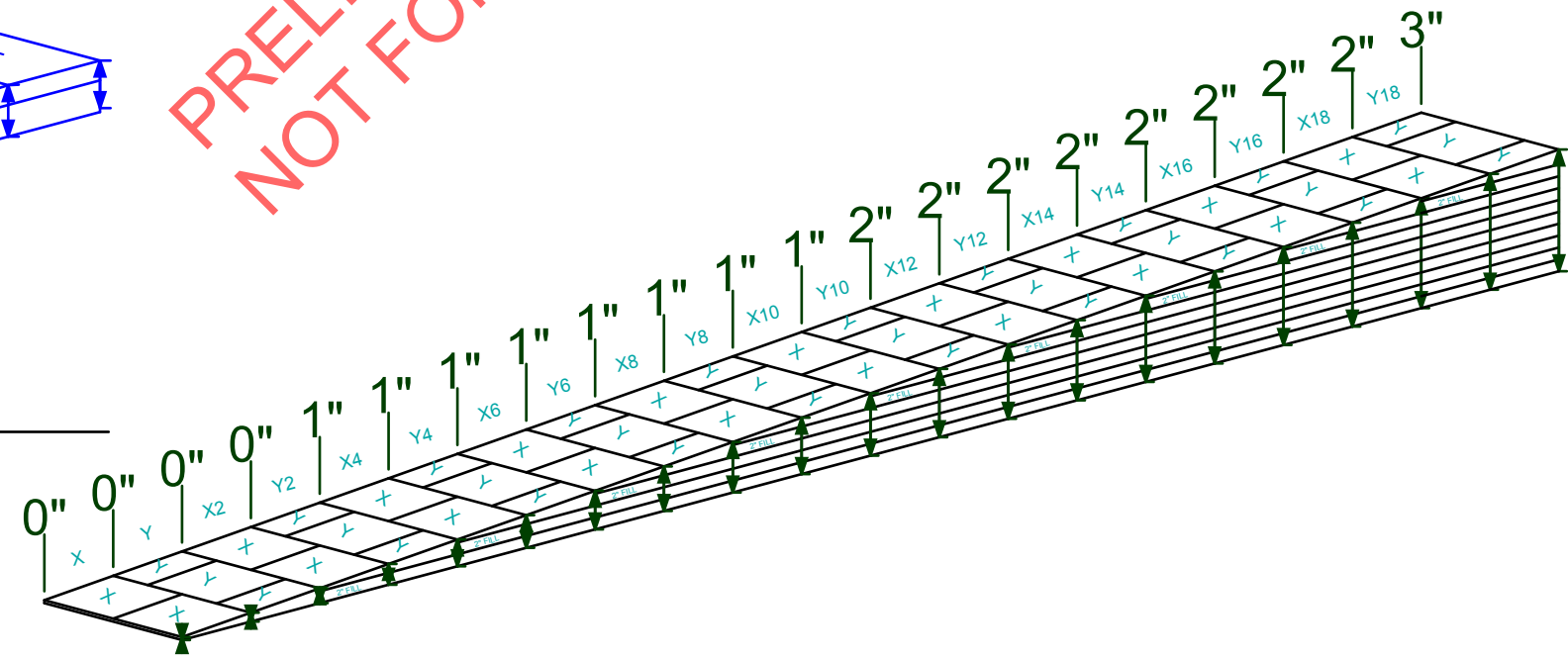
04 TAPERED INSULATION PLAN
A-007



PRELIMINARY
NOT FOR CONSTRUCTION



03 SECTION 1/8" / FT. SLOPE DIAGRAM
A-007



03 SECTION 1/4" / FT. SLOPE DIAGRAM
A-007

DRAWING TITLE
TAPERED INSULATION SYSTEM PLAN AND DIAGRAMS

CUSTOMER:
RICHFIELD PUBLIC SCHOOLS

BUILDING:
RICHFIELD HIGH SCHOOL
7001 HARRIET AVE.
RICHFIELD, MN 55423

DRAWN BY JLB	DATE DRAWN 4/22/19	A-007
APPROVED R. PALMER	SURVEY DATE	

NEW BUSINESS – FOR APPROVAL

Agenda Item VI.C.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 21, 2020

Subject: BEACONS CONTRACT

(Recommended by the Superintendent)

Approval of the Beacons Contract 2019-2020. Our students have already been receiving service.

Attachments

Beacons Contract



**AGREEMENT BETWEEN
THE YOUNG MEN'S CHRISTIAN ASSOCIATION
OF THE GREATER TWIN CITIES
(Acting as Fiscal Agent for the Richfield Beacons Network)
AND RICHFIELD PUBLIC SCHOOLS
For Managing Beacons/21st Century Learning Centers and for Participation as a
Lead Partner in the Beacons Network Collaborative**

THIS AGREEMENT (herein called the "Agreement"), shall be between The Young Men's Christian Association of the Greater Twin Cities (herein called the "YMCA"), the Boys & Girls Club of the Twin Cities (herein called the "BGCTC"), and Richfield Public Schools (herein called the "RPS"). The YMCA, BGCTC, and RPS shall be referred to collectively as the "Beacons Network." YMCA is the lead and fiscal agent for the Beacons Network. The Beacons Network centers at Centennial Elementary and Richfield Middle School will be run by the BGCTC and the Beacons Network center at Richfield High School will be run by YMCA. The YMCA and BGCTC shall be referred to collectively as the "Beacons Agencies."

WHEREAS, the YMCA has entered into agreement with RPS dated September 1, 2019, to Participate as a Lead Partner in the Beacons Network Collaborative;

WHEREAS, RPS represents that it is duly qualified, willing and prepared to undertake and complete the described activities;

WHEREAS, the YMCA and RPS desire to formally agree upon the performance of the activities described herein;

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. AGREEMENT PERIOD

This Agreement shall be effective on **September 1, 2019** and shall remain in effect until **August 31, 2020** or until all obligations set forth in the Agreement have been satisfactorily fulfilled whichever occurs first. This Agreement is renewable on an annual basis, which renewal shall be effective only upon execution of a written agreement by the parties.

2. CONSIDERATION AND TERMS OF PAYMENT

The YMCA received federal funding from the Minnesota Department of Education identified as 21st Century Community Learning Centers Cohort 8, year three in the amount of \$879,000 for the period of September 1, 2019 through August 31, 2020. The Federal Award Identification Number is S287C190023.

In consideration of all services performed and goods and materials supplied by RPS pursuant to this Agreement, the YMCA shall pay on a quarterly basis for all actual allowable costs as budgeted incurred by RPS under the terms of this Agreement, not to exceed the following amounts **for the period of September 1, 2019 through August 31, 2020:**

For the Federally funded Minnesota Department of Education (herein called "MDE") 21st Century Community Learning Center Cohort Eight Grants (**Federal Pass Thru Number CFDA 84.287C**) up to **\$85,000** for staff time spent on coordination, communication, and alignment related to the execution of work related to the implementation and operation of the 21st Century Community Learning Centers. RPS will determine how to account for time and effort. RPS will submit billing reports to the YMCA quarterly.

No disbursement of funds from the YMCA to RPS will be made prior to the receipt of RPS' billing report from the previous quarter. RPS has the flexibility to expend and transfer funds without a formal amendment among line items of the approved budget within the parameters as outlined by the funding source. The YMCA shall disburse funds to RPS within sixty (60) business days following receipt of RPS' quarterly billing report.

Supporting Documentation for expenditures incurred pursuant to this Agreement shall be maintained by RPS. Upon request of the YMCA, RPS must provide supporting documentation for expenditures incurred pursuant to this Agreement.

3. NOTICES

Communication and details concerning this Agreement shall be directed to the following contract representatives:

YMCA of the Greater Twin Cities

Glen Gunderson
President, CEO
2125 E Hennepin Avenue
Minneapolis, MN 55413
Phone: (612) 465-0450

Richfield Public Schools

Steven Unowsky
Superintendent
7001 Harriet Ave S
Richfield, MN 55423
Phone: 612-798-6011

DUNS number 020496519

The Boys & Girls Clubs of the Twin Cities

Terryl Brumm
President, CEO
690 Jackson Street
St. Paul, MN 55130
Phone: (612) 715-2120

DUNS Number: 079717625

4. SCOPE OF SERVICES

To the extent permitted by law, RPS will make reasonable efforts to provide support to implement Beacons/21st Century Learning Centers in a manner satisfactory to the Beacons Management Team, YMCA, and the Minnesota Department of Education and consistent with any standards required under the terms and conditions of this contract or any special conditions required by one of the YMCA Grantor agencies as funds are received by the YMCA and made available to RPS under this contract. Services completed by Beacons Agencies will include:

- a) Provide opportunities for out-of-school time academic enrichment, including providing tutorial services to help students, particularly students who attend high poverty, low-performing schools, to meet State and Local student performance standards in core academic subjects such as reading and mathematics.
- b) Offer students a broad array of additional services, programs, and activities, such as youth development activities, drug and violence prevention programs, counseling programs, art, music, and recreation programs, technology education programs, and character education programs, that are designed to reinforce and complement the regular academic program of participating students.
- c) Primarily serve students who attend schools designated as Title I schoolwide programs or schools with 40% or more of the student body eligible to receive free or reduced price lunch.
- d) Serve youth on a year-round basis, including school release days and a summer program. To meet this absolute priority, ***all centers must operate a minimum of four (4) days per week and offer at least 420 hours per year, including a minimum four (4) weeks summer component.***
- e) Work with district and school leadership to develop summer programming that continues connection and support for existing 21st Century Community Learning Center participants, families, and communities.
- f) Serve middle and/or high school students (grades 6-12), either as the sole targeted group or as a significant part of the targeted population.
- g) Collaborate with assigned schools and with local community-based organizations to achieve the Beacons Network 21st Century Grant Goals, including:
 - Increase participants' opportunities to develop and apply 21st Century skills.
 - Increase school and community connectedness of participants.
 - Increase the academic performance of participating students who are low performing/ failing or at high risk of failure in core academic areas.

- h) Continue participation as a lead partner in the Beacons Network Collaborative, including but not limited to active participation with the Beacons Management Team, Center Leadership Team, and Network activities such as cross-agency staff development and citywide youth engagement efforts. Advance partnerships between the Richfield Public Schools and the Beacons Lead Agencies to provide a more coordinated, collaborative system of educational and social services for Richfield families. Identify appropriate potential sources of funding and in-kind resources to enhance services offered at the RPS Centers and across the Network.

5. BACKGROUND CHECKS

The Beacons Agencies will obtain a criminal background check of all individuals employed or volunteering at the 21st Century Community Learning Centers who are providing services on behalf of the YMCA or the BGCTC under this Agreement and as required by applicable and current Minnesota and Federal law prior to such employee or volunteer providing any services under this contract. This includes program leadership and teaching staff, as well as staff responsible for student outreach and enrollment and staff recruitment. Criminal background checks will be attained annually by the Beacons Agencies from the state of Minnesota Bureau of Criminal Apprehension and the county of the employee's or volunteer's residence, or, if such staff member or volunteer has not resided in the current county or the State of Minnesota for at least six months, the next, most recent county and/or state of residence will be checked. Any conviction appearing on a criminal background check must be presented by mail or courier to the Director of Human Resources of RPS. The Beacons Agencies shall include the following information on company letterhead: the name of the staff member or volunteer, the work assignment, work location, and contact person along with a copy of the criminal background check report. The Director of Human Resources of RPS will review the criminal background check report and make the final decision as to whether or not the Beacons Agencies' employee will be allowed to provide service under this Agreement. The Beacons Agencies must receive written RPS approval before such employee will be allowed to provide service under this Agreement. In addition all RPS staff are required to have a current criminal background check on file with RPS.

6. COST OF BACKGROUND CHECKS

The Beacons Agencies shall be responsible for all costs and fees related to the completion of the criminal background check materials for program staff.

7. STUDENT ENROLLMENT PROCESS

Using the eligibility guidelines established by MDE, the Beacons Agencies will enroll students into the program. The enrollment process will require that each family complete all of the forms before a student can begin in the program. Beacons reserves the right to postpone the start date of individual students whose paperwork is not complete. As part of the enrollment process, the Beacons Agencies must obtain written consent from a student's parent or an eligible student authorizing RPS to release student data to the Beacons Agencies. The parties' data privacy obligations, including the obligation to obtain written consent authorizing the

release of student data, are described more fully in a separate Data Sharing Agreement, which is incorporated into this Agreement by reference.

8. SUPERVISION OF TEACHING STAFF

The Beacons Agencies Site Manager will supervise all Beacons staff, volunteers, and district staff hired to work for the Beacons Agencies during Beacons programming.

The YMCA will oversee and manage all contract service providers and lead agencies performing services pursuant to this Agreement.

9. POLICIES

Schools will provide their safety, behavior, tobacco, and gender inclusion policies to Beacons Agencies’ staff who will be responsible for following such policies.

10. LIABILITY INSURANCE

Beacons Agencies shall at all times, during the term of this Agreement carry, maintain, and provide evidence of general liability insurance insuring the Beacons Agency (with RPS listed as additionally insured) against all claims, demands, actions and liability for injury, death or damage to person or persons arising out of the services performed by the Beacons Agencies under this agreement. The Beacons Agencies shall provide the YMCA and RPS with a Certificate of Insurance prior to execution of this Agreement and listing Richfield Public Schools ISD #280 as additionally insured.

Coverage shall be provided by an insurance company licensed to do business in the State of Minnesota with Best ratings of A or above.

Beacons Agencies shall provide a certificate of insurance specifying amounts of coverage equal to or greater than the minimum required limits of liability stated below. All certificates shall provide the RPS with thirty (30) days of notice of cancellation, material change, or non-renewal. The certificate must be altered to eliminate the words “endeavor to” and “but failure to make such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.”

1. Commercial General Liability

Bodily Injury Including Death	\$1,000,000 Each Occurrence
Personal Injury	\$1,000,000 Each Occurrence
Products/Completed Operations	\$1,000,000 Each Occurrence
General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

2. Workers’ Compensation

a. Statutory

- b. Employers Liability
 - \$100,000 Each Accident
 - \$500,000 Disease Policy Limits
 - \$100,000 Disease Ea. Employee

11. LIMITATIONS ON USE OF FUNDS

Funds must be used solely to support the purpose and priorities described in the assurances of this Agreement. Services must be offered during non-school hours or periods when school is not typically in session, including before school, after school, evenings, weekends, school release days, and summer.

The use of these grant dollars shall be limited by the 21st Century Learning Center state grant restrictions or any applicable State or Federal laws. RPS shall make reasonable efforts to ensure that all services provided by RPS pursuant to this Agreement shall be performed to the satisfaction of the Beacons Management Team and the YMCA and in accordance with all applicable Federal, State, and local laws, ordinances, rules, and regulations. RPS shall not receive compensation for work performed in violation of Federal, State, or local law, ordinance, rule, regulation, Beacons Management Team, or YMCA policy.

12. PROGRAM REPORTING AND MONITORING

- A. Program Reporting:** RPS agrees to comply with all data collection and program reporting guidelines established by the YMCA and the evaluation plan approved by the Beacons Management Team as permitted under state and federal law and/or board policies and as outlined in the Data Sharing Agreement, which is hereby incorporated by reference. Beacons Agencies will, consistent with their obligations under the Data Sharing Agreement:
 - a) Complete all required program reporting including data collection for evaluation purposes.
 - b) Collect required data including surveys of Beacons enrolled students, parents, teachers, and school staff during programming.
 - c) Engage in all required evaluation activities including the Youth Program Quality Assessment process.

- B. On site Monitoring:** RPS shall cooperate with the YMCA and/or MDE to allow for on-site monitoring during afterschool program time, and shall comply with requests for documentation, before, during, and/or after the visit(s) to the extent permitted by law and the Data Sharing Agreement.

- C. Evaluation Results:** Evaluation results will be shared with the principals, enrolled students, families, school staff, and partners within 60 days of the last day of school-year programming.

13. CANCELLATION

The YMCA, BGCTC, or RPS may cancel this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other parties. In the event of such a cancellation, RPS shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

Any party may cancel the Agreement immediately if the party finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The YMCA may take action to protect the interests of the YMCA, including the refusal to disburse additional funds, which shall not be unreasonably withheld.

Reimbursement from the YMCA for the 21st Century grant is contingent on funding received from MDE. It is expressly agreed and understood that in the event the reimbursement to the State from federal sources or the appropriations by the Minnesota Legislature are not obtained and continued at an aggregate level sufficient to allow for RPS's program to continue operating, the obligations of each party hereunder shall thereupon be canceled upon written notice from the YMCA or MDE. In the event of such a termination, RPS shall be entitled to payment as allowed for by MDE, provided that any termination of the Agreement shall be without prejudice to any obligations or liabilities for the parties already accrued prior to such termination.

14. AMENDMENTS

Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original Agreement, or their successor in office.

15. TERMS OF ACCEPTANCE

GENERAL COMPLIANCE. RPS agrees to comply with all applicable Federal, State, and local laws and regulations governing funds provided under this contract. RPS assures and certifies compliance with Federal and State Regulations and Certifications governing Title 1V Part B. 21st Century Community Learning Centers.

COMPLIANCE WITH STATE OF MINNESOTA ASSURANCES AND PROVISIONS. Compliance with the assurances and provisions of the 21st Century Community Learning Centers Grant through the State of Minnesota Department of Education is indicated by the signing of this Agreement. The Assurances and Provisions are included as Appendix A of this contract. Documentation of evidence of compliance can be requested by the YMCA at any time and shall be provided upon request.

SPECIFIC REQUIREMENT FOR FEDERAL FUNDS. For grants involving federal funds see Appendix A. The following also applies:

- 1. SUPPLEMENT/NOT SUPPLANT.** Federal funds made available under this Agreement for any period will be so used as to supplement and increase the level of state, local, and

non-federal funds that would, in the absence of such federal funds, be made available for the programs and activities for which funds are provided and will in no event supplant such state, local, and other non-federal funds.

2. NON-PUBLIC SCHOOL PARTICIPATION

Federal law mandates that private school administrators, in the geographic vicinity of the schools that will be served by the applicant, be consulted in a timely and meaningful manner prior to the design and development of the program. The parties acknowledge and affirm that they consulted with Academy or Holy Angels and Blessed Trinity Catholic School in April 2019 in order to fulfill this requirement.

- A. INDEPENDENT CONTRACTOR.** Nothing contained in the Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. Each party shall at all times remain an independent contractor of the other parties with respect to the services to be performed under this Agreement. Each party shall be exempt from payment of all Unemployment Compensation, FICA, Retirement, Life and/or Medical Insurance and Workers' Compensation Insurance with respect to the other parties' employees, as each party is an independent contractor or the other parties.
- B. HOLD HARMLESS.** Each party to this contract shall be liable for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of any other party, its officers, employees, volunteers, or agents. RPS's liability shall be governed by the provisions of the Municipal Tort Liability Act, Minnesota Statutes Chapter 466 and other applicable laws.

Indemnification: To the fullest extent permitted by law, RPS shall defend, indemnify and hold harmless YMCA and BGCTC and their officers, directors, employees, agents, subcontractors, and each of them, from and against all claims, causes of action, damages, losses and expenses, including but not limited to reasonable attorneys' fees, reasonable expert fees and other reasonable out of pocket expenses, to the extent caused by the negligence of, willful misconduct of, or breach of the Agreement by RPS, or anyone for whose acts RPS is liable due to RPS negligence.

To the fullest extent permitted by law, YMCA shall defend, indemnify and hold harmless RPS and BGCTC and their officers, directors, employees, agents, subcontractors, and each of them, from and against all claims, causes of action, damages, losses and expenses, including but not limited to reasonable attorneys' fees, reasonable expert fees and other reasonable out of pocket expenses, to the extent caused by the negligence of, willful misconduct of, or breach of the Agreement by YMCA, or anyone for whose acts YMCA is liable due to YMCA's negligence.

To the fullest extent permitted by law, BGCTC shall defend, indemnify and hold harmless RPS and YMCA and their officers, directors, employees, agents, subcontractors, and each of them, from and against all claims, causes of action, damages, losses and expenses, including but not

limited to reasonable attorneys' fees, reasonable expert fees and other reasonable out of pocket expenses, to the extent caused by the negligence of, willful misconduct of, or breach of the Agreement by BGCTC, or anyone for whose acts BGCTC is liable due to BGCTC's negligence.

- C. **ACCOUNTING STANDARDS.** RPS agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by normally accepted accounting practices to properly account for expenses incurred under this contract.

INSPECTIONS. To the extent permitted by law and the Data Sharing Agreement incorporated herein by reference, all RPS records with respect to any matters covered by this Agreement shall be made available to the YMCA or their designees at any time during normal business hours, as often as the YMCA deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

- D. **CLOSE-OUTS.** RPS's obligation to the YMCA shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the YMCA), determining the custodianship of records and resolving audit findings.

- E. **CIVIL RIGHTS.** All parties agree to comply with applicable portions of Title VII, Chapters 139 and 141 or the Richfield Code of Ordinances, the nondiscrimination provisions contained in Chapters 181 and 363 of the Minnesota Statutes, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and Executive Orders 11375 and 12086.

NONDISCRIMINATION. All parties agree that they will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability or other handicap, age, marital status, political affiliation or belief, status with regard to public assistance, or application for or participation in any City, State, or Federally funded program. All parties agree that they will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include by are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other compensation, and selection for training, including apprenticeship. All parties agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

- F. **NONCOMPLIANCE.** In any event of the parties' noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or provisions herein, this contract may be canceled, terminated, or suspended in whole or in part.

- G. ACCESS TO RECORDS.** To the extent permitted by law and Data Sharing Agreement incorporated herein by reference, RPS shall furnish and require all subcontractors to furnish all information and reports required hereunder and by the rules and regulations of the YMCA, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with the rules, regulation, and provisions stated herein.
- H. CONFLICT OF INTEREST.** All parties agrees that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. All parties further agree that in the performance of this Agreement, no person having such an interest shall be employed by-any of the parties hereunder.
- I. RELIGIOUS ORGANIZATION.** All parties agree that funds provided under this Agreement will not be utilized for the benefit of a religious organization.

This contract is subject to and incorporates all the terms and conditions set forth.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first written above.

RICHFIELD PUBLIC SCHOOLS

**THE YOUNG MENS CHRISTIAN ASSOCIATION
OF THE GREATER TWIN CITIES**

Signature of Superintendent

Signature of President/CEO

COUNTERSIGNED

COUNTERSIGNED

Signature of Chief Financial Officer

Signature of Chief Financial Officer

BOYS AND GIRLS CLUBS OF THE TWIN CITIES

Signature of President/CEO

COUNTERSIGNED

Signature of Chief Financial Officer

APPENDIX A

REQUIRED ASSURANCES AND PROVISIONS

By signing this agreement, Richfield Public Schools agrees to comply with the approved application and all federal, state and local laws, ordinances, rules and regulations, public policies herein and all others as applicable

ASSURANCES

The applicant by signing the coversheet to the application submitted to the state, certifies they have read all application documents including any revised documents and agree to comply with the approved application and all federal, state and local laws, ordinances, rules and regulations, public policies herein and all others as applicable.

1. Survival of Terms

The following clauses survive the expiration or cancellation of this award: 4) State and federal Audits; 5) Liability; 6) Ownership of Materials and Intellectual Property Rights; 7) Publicity; 8) Government Data Practices; 9) Data Disclosure; and 12) Governing Law, Jurisdiction and Venue.

2. Use of Funds

The use of funds shall be limited to that portion identified in the application materials and the attached application and by any applicable state or federal laws. Funds may not be used for gifts or novelty items (unless individually and specifically approved by the state) or for payments to vendors displaying exhibits for their profit. Funds should support the purpose and activities approved in the application. Funds must not be used to benefit state employees, or to reimbursement them for any of their expenditures, including travel expenses, alcohol purchases, costs of registration fees for training sessions or educational courses presented or arranged, payments to state employees for presentations at workshops, seminars, etc., whether on state time, vacation time, leave of absence or any other non-work time.

- A. The grantee, in the conduct of activities under this award, shall submit such reports as may be required by written instructions of the state within the times required by it. The state reserves the right to withhold funding if reporting requirements are not met. The grantee must promptly return to the state any unexpended funds not accounted for in the financial report due to the state at grant closeout.
- B. The grantee shall present reports to the Commissioner of the Department of Education or the state's Authorized Representative. At the Commissioner's discretion, these reports may be presented at departmental, legislative, other state agency or public

meetings where the grantee shall be available to explain the project and to respond to questions.

- C. Reimbursement for travel and subsistence expenses actually and necessarily incurred by grantee in performance of this project will be paid if state is allowed in the approved budget provided that the grantee shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than in the current "Commissioner's Plan," promulgated by the Commissioner of Minnesota Management & Budget (MMB). The grantee will only be reimbursed for travel and subsistence outside the state of Minnesota if it has received prior written approval for such out-of-state travel from the State. To obtain current maximum expense reimbursement rate, view the [current commissioner's plan](http://www.mmd.admin.state.mn.us/commissionersplan.htm) (<http://www.mmd.admin.state.mn.us/commissionersplan.htm>).

Exceptions to these travel rates are those that may be negotiated with the University of Minnesota.

3. Equipment

Upon termination of the award, the state shall have the right to require transfer or return of any equipment purchased during the award grant period using these grant funds.

4. Financial and Administrative Provisions

A. Allowability of Costs.

The allowability of costs for federal funding incurred under this award shall be determined in accordance with the procedures and principles given in the federal Office of Management and Budget (OMB) circulars relocated to 2 Code of Federal Regulations (CFR), Part 200 and/or as in the approved budget and/or specific legislation.

For all funds, no claim for materials purchased in excess of budget categories or program services not specifically provided for in this award by the grantee will be allowed by the state unless approved in writing by the state. Such approval shall be considered to be a modification of the award. There may be additional limitations on allowable costs which shall be noted in the award.

A grantee hosting a meeting or conference may not use federal grant funds to pay for food for attendees unless it is necessary and reasonable to accomplish legitimate meeting, conference business for approved grant activities. Budget allocations for food must be approved by MDE. Example: A working lunch might be allowable to ensure full participation by attendees and if training continues during the lunch. Funds may not be used for entertainment, alcohol purchases or gifts. Refer to the applicable federal uniform guidance for cost principle information.

A meeting or conference hosted by a grantee and charged to the grant must not be promoted as a U S Department of Education conference.

B. Records.

The grantee shall maintain books, records, documents and other evidence pertaining to the costs and expenses of implementing this application to the extent and in such detail as will accurately reflect all gross costs, direct and indirect, of labor materials, equipment, supplies, services and other costs and expenses of whatever nature. The grantee shall use generally accepted accounting principles. The grantee shall preserve all financial and cost reports, books of account and supporting documents and other data evidencing costs allowable and revenues and other applicable credits under this award which are in the possession of the grantee and relate to this award, for a period of no less than six years and the respective federal requirements where applicable.

All pertinent records and books of accounts related to this award and subsequent awards shall be preserved by the grantee for a period of six years subject to the following criteria:

- 1) The six-year retention period shall commence from the date of submission of the final expenditure report.
- 2) If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 3) The grantee agrees to cooperate in any examination and audit under the provisions of this paragraph.

C. Examination.

The state or its representative or the federal administering department (when applicable) shall have the right to examine books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs and the method of implementing the award. The grantee shall make available at its office and at all reasonable times before and during the period of record retention, proper facilities for such examination and audit.

D. State and Federal Audits.

Under Minnesota Statutes, section 16B.98, subdivision 8, the grantee's books, records, document, and accounting procedures and practices relevant to this grant are subject to examination by the state and/or the state auditor or legislative auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state retention requirements, whichever is later. If federal funding, all grantees are subject to retention requirements related to audits.

If the grantee (in federal Office of Management and Budget (OMB) Circular language known as “subrecipient”) receives federal assistance from the state of Minnesota, it will comply with the applicable single audit requirements. The grantee will provide copies of the single audit reporting package upon request.

5. Liability

Grantee agrees to indemnify and save and hold the state, its agents and employees harmless from any and all claims or causes of action, including all attorneys’ fees incurred by the state arising from the performance of the award by grantees, agents or employees. This clause shall not be construed to bar any legal remedies grantee may have for the state’s failure to fulfill its obligations pursuant to the award and subsequent awards.

6. Ownership of Materials and Intellectual Property Rights

A. Intellectual Property Rights

The state shall own all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the works and documents created and paid for under the award. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by the grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this award. Works includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by the grantee, its employees, agents or subcontractors in the performance of this award. The documents will be the exclusive property of the state and all such documents must be immediately returned to the state by the grantee upon completion or cancellation of the award. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be “works for hire.” The grantee assigns all right, title and interest it may have in the works and the documents to the state. The grantee, at the request of the state, shall execute all papers and perform all other acts necessary to transfer or record the state’s ownership interest in the works and documents.

B. Notification

Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the grantee, including its employees and subcontractors, in the performance of the award, the grantee will

immediately give the state's authorized representative written notice thereof, and must promptly furnish the authorized representative with complete information and/or disclosure thereon.

C. Representation

The grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the state, and that neither the grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property of other persons or entities.

Notwithstanding Liability clause 5, the grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the state, at the grantee's expense, from any action or claim brought against the state to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others.

The grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the grantee's or the state's opinion is likely to arise, the grantee, must at the state's discretion, either procure for the state the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the state will be in addition and not exclusive of other remedies provided by law.

7. Publicity

Any publicity given to the program on, publications or services provided resulting from the award, including, but not limited to, notices, informational pamphlets, press releases, research, website pages, reports, signs and similar public notices prepared for the grantee or its employees individually or jointly with others or any subrecipients, shall publicly identify the state as the sponsoring agency and identify the source of funding. The publicity described may only be released with the prior approval of the state's authorized representative.

The applicant/awardee must **not** claim that the state **or** the federal Department of Education **endorses** its products or services. See the sample publicity statement below for citing the funding source:

Example: *This program is partially funded with a grant from the Minnesota Department of Education (MDE) using federal funding, CFDA 84.287, 21st Century Community Learning Centers. This program does not necessarily represent the policy of the federal Department of*

Education or MDE and you should not assume endorsement by the federal or state government.

8. Government Data Practices and Disclosure of Breach in Security

The grantee and the state must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by the state under the award, and as it applies to all data created collected, received, stored, used, maintained or disseminated by the grantee under the award. The civil remedies of Minnesota Statutes, section 13.08, apply to the release of the data referred to in this paragraph by either the grantee or the state.

If the grantee receives a request to release the data referred to in this paragraph, the grantee must immediately notify the state. The state will give the grantee instructions concerning the release of the data to the requesting party before the data is released.

Effective August 1, 2014, the 2014 Laws of Minnesota, Charter 284, amends Minnesota Statutes, section 13.055, to apply to all government entities in Minnesota, not just state agencies. This applies to all school districts and charter schools. Government entities must notify individual data subjects when nonpublic data about them has been the subject of a breach of security of the data.

9. Data Disclosure

Under Minnesota Statutes, section 270C.65, and other applicable laws, the grantee consents to disclosure of its SWIFT Vendor ID Number, Social Security number, DUNS number, federal employer tax identification number and/or Minnesota tax identification number, already provided to the state, to federal and state tax agencies and state personnel involved in the payment of state obligations. These numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the grantee to file state tax returns and pay delinquent state tax liabilities, if any.

10. Worker's Compensation

Grantee certifies that it is in compliance with Minnesota Statutes, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The grantee's employees and agents will not be considered state employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the state's obligation or responsibility. (Exemption/Waiver as allowed under law.)

11. Antitrust

Grantee hereby assigns to the state of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the award resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the state of Minnesota.

12. Governing Law, Jurisdiction and Venue

Minnesota law, without regard to its choice-of-law and provisions, governs the award. Venue for all legal proceedings arising out of the award, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 2 Code of Federal Regulations (CFR), Part 200, the grantee when signing the application, certifies that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of organization, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal award, and the extension, continuation, renewal, amendment or modification of any federal grant.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, the applicant/grantee shall complete and submit a Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The grantee shall require that the language herein shall be included in any award documents for all subawards at all tiers (including subgrants, contracts under award, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR 180.200 or amendments thereto, for prospective participants in primary covered transactions.

- D. The grantee certifies that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application or award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and,
- 4) Have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.

15. Drug-Free Workplace (Awardees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR, Part 200,

- A. The grantee certifies that it will continue to provide a drug-free workplace by:
 - 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2) Establishing an on-going drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 3) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (1);
 - 4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the award, the employee will:
 - (a) Abide by the terms of the statement; and,
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

- 5) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected award;
- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (1), (2), (3), (4), (5) and (6).

16. Transferability

The grantee shall not transfer or assign to any party or parties any right(s), obligation(s) or claim(s) under the award without the prior written consent of the state. It is understood, however, that grantee remains solely responsible to the state for providing the products and services described.

17. Time

The grantee must comply with the time requirements described in the application and award, in the performance of this award and if inform the grantor of any potential long term delays or changes affecting those timelines.

18. Nondiscrimination

The grantee will comply with nondiscrimination statutes.

- A. Grantees will follow the Civil Rights Act of 1964 and amendments thereto which prohibits discrimination on the basis of race, color, or national origin
- B. Section 504 of the Rehabilitation Act of 1973, and amendments which prohibits discrimination on the basis of disability
- C. Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of sex in education programs

- D. Age Discrimination in Employment Act of 1975 and amendments.
- E. In addition, per federal CFR 200.415, Agreement of Applicant, which states that prior to the Commissioner's issuance of any commitment or other loan approval, shall agree, by signing the application, (in a form prescribed by the Commissioner), that there shall be no discrimination against anyone who is employed in carrying out work receiving assistance pursuant to this chapter, or against an applicant for such employment, because of race, color, religion, sex, handicap, age or national origin.

19. Pre-Award Work and Pre-Award Costs

The grantee understands that no work should begin and no pre-award costs would be covered under this award until all required signatures have been obtained; an Official Grant Award Notification (OGAN) has been issued or other award documentation has been received and the grantee is notified to begin work by the state's program authorized representative or their designee. If an exception to this is determined necessary by MDE, the grantee would be informed in writing or email by the state's program authorized representative or designee.

20. Grantee's Grant Program Representative

The applicant's Program Contact Representative will be named on the OGAN or other award information. If the Program Contact Representative or official with authority to sign changes at any time during the grant award period, the applicant/grantee must immediately notify the state.

21. Delinquent State or Federal Debt

As an applicant, you are not delinquent on the repayment of any federal debt. If delinquent in state debt, payments shall not be made by the state agency to the vendor until the commissioner notifies the agency the vendor is no longer a delinquent taxpayer or as otherwise indicated under Minnesota Statutes, section 270C.65, subdivision 3.

22. Cancellation With or Without Cause

An award contract may be cancelled by the state at any time, with or without cause, upon thirty (30) days' written notice to the grantee. Upon termination, the grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed and for approvable expenditures.

23. Cancellation Due to Discontinued or Insufficient Funding

It is expressly understood and agreed that in the event the funding to the state from Federal sources or appropriations by the Minnesota Legislature are not obtained and/or continued at

an aggregate level sufficient to allow for the grantee's program to continue operating, the grant shall immediately be terminated upon written notice by the state to the grantee. The state is not obligated to pay for any services that are provided after notice and effective date of termination. However, the grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed and approvable expenditures incurred prior to termination to the extent that funds are available. The state will not be assessed any penalty if the grant is terminated because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The state must provide the grantee notice within a reasonable time of the state receiving notice.

24. Cancellation Due to Failure to Comply

The state may cancel an award contract immediately if the state finds that there has been a failure to comply with the provisions of an award, that reasonable progress has not been made or that the purposes for which the funds were awarded/granted have not been or will not be fulfilled. The state may take action to protect the interests of the state of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

25. Conflict of Interest

In accordance with the Minnesota Office of Grants Management Policy 08-01, the grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or present the appearance of personal or organizational conflicts of interest, or personal gain.

26. Voter Registration Services

The commissioner or chief administrator officer of each state agency or community-based public agency or nonprofit corporation that contracts with the state agency to carry out obligations of the state agency shall provide voter registration services for employees and the public. Refer to Minnesota Statutes, section 201.162, Duties of State Agencies for the complete statute.

27. Minimizing State Funded Administrative Costs

Under Minnesota Statutes, section 16B.98, Grants Management Process, a grant from an appropriation of state funds, the recipient of the grant must agree to minimize administrative costs.

28. Supplanting

Grant funds shall not be used to supplant salaries and wages normally budgeted for an employee of the applicant/agency. Total time for each staff position paid through various funding streams financed in part or whole with grant funds shall not exceed one Full Time Equivalent (FTE) except in certain situations. The grantee may allow staff to work on extended day assignments such as after school programs, special education services or other projects, if necessary, or allowable under funding. The grantee must be prepared to disclose all required supporting documentation for salaries paid for their employees.

29. Uniform Municipal Contracting Law – Counties, Schools, Cities – Supplies/Construction

Per Minnesota Statutes, section 471.345, grantees that are municipalities as defined in subdivision 1 must follow service contracting and bidding requirements as stated including prevailing wage rules for construction work of \$25,000 or more. Support documentation for the procurement processes must be retained.

Support document for the procurement processes must be retained regardless of the source of funding.

30. Contracting – Nongovernmental Entities

Any grant-funded services and/or materials that are expected to cost:

- \$100,000 or more must undergo a formal notice and bidding process.
- Between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- Between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

For grant-funded projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§ 177.41](#) through [177.44](#). The bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)

- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)

The grantee must maintain:

- Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- Support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

The grantee must not contract with vendors who are suspended or debarred in Minnesota. Access the [suspended/debarred vendor report](#) (<http://www.mmd.admin.state.mn.us/debarredreport.asp>).

31. Amendments

Any amendment to an award must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant award, or their successors in office.

32. Other Provisions

- A. When a grant includes the production of a report or other publication and this publication may be posted on the Minnesota Department of Education's website, that document must adhere to all department communication's policies, available upon request from the Communication Division.
- B. The grantee assures that if the award involves federal funding the reimbursement of expenditures is in compliance with all program provisions, relevant provisions of the Cash Management Improvement Act (CMIA) of 1990 (Public Law 101-453) as amended by the CMIA of 1992 (Public Law 102-589), codified at 31 U.S.C. 6501 and 31 U.S.C. 6503; all current Office of Management and Budget circulars and cost principles principles, with the current Federal Education Department General Uniform Administrative Regulations, Part 200 or other applicable code of federal regulations applicable to this federal reimbursement request.
- C. Grantee if a political subdivision of the state and funded with federal dollars, will consider the federal Resource Conservation and Recovery Act of 1976 in all procurement transactions. The objectives of the Resource Conservation and Recovery Act (RCRA) are to protect human health and the environment from the potential hazards of waste disposal, to conserve energy and natural resources, to reduce the amount of waste generated, and to ensure that wastes are managed in an environmentally sound manner.

- D. Federal grant recipients, subrecipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.
- E. The grantee shall cooperate with the state when enforcing applicable Minnesota Office of Grants Management policies and statutes.
- F. Grantees funded with federal funding must follow CFR 200.308, Revision of Budget and Program or as approved in the Official Grant Award Notification (OGAN) or other award documentation.
- G. Non-federal entities with federal grants must implement internal control processes as referenced in CFR 200.61 and 200.62.
- H. Non-federal entities with federal grants will take reasonable measures to safeguard protected personally identifiable information as well as any information that the federal awarding agency or pass-through designates as sensitive. Refer to federal regulation 200.303, Protected Personally Identifiable Information means as individual's first name or first initial and last name in combination with any one or more types of information such as social security number, credit card numbers, place of birth.
- I. The non-federal entity using federal funding when contracting must take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible. Refer to 2, CFR 200.321 for more information.
- J. Grantee and their subrecipients of federal grant funds will adopt the requirements in the Code of Federal Regulations at 2, CFR 175.15 (b) pertaining to Trafficking in Persons. These requirements are incorporated into this grant award. A grant may be terminated for any violation of these provisions by the grantee, its employees or its subrecipients.
- K. Grantees and subcontractors receiving grants exceeding \$100,000 must comply with all applicable standards, orders, or requirements under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations (40 CFR, part 15).
- L. The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 200.338 Remedies for noncompliance, including suspension and debarment.
- M. As the initiative is federally funded with an award from the federal Office of Education, grantees must follow all other applicable uniform guidance under 2 CFR, Part 200 as applicable.
- N. The grantee must promptly return to the state any unexpended funds that have not been accounted for in a financial report to the state due at grant closeout.
- O. The grantee shall comply with any and all provisions of the Family Educational Rights to Privacy Act of 1974 (FERPA).

- P. Grantees will provide information to MDE, upon request and in a timely fashion to accommodate MDE's reporting under the Federal Funding Accountability and Transparency Act. Prior to an award, propose grantees must provide, upon request any documentation necessary for MDE to conduct their risk assessment.
- Q. Grantees will submit reports and comply with the terms as outlined in the Official Grant Award Notification (OGAN) or other award document.
- R. Grant specific assurances.
 - 1) Programs funded under this grant serve students who primarily attend schools implementing North Star comprehensive support and improvement activities or targeted support and improvement activities and other schools determined by the local school to be in need of intervention and support and the families of such students.
 - 2) The program will target students who primarily attend schools eligible for school wide Title I programs and the families of such students.
 - 3) The community learning center(s) will be in a safe and easily accessible facility. If the center(s) are located in a facility other than an elementary school or secondary school, the programs will be at least as available and accessible to the students to be served as if the program were located in an elementary school or secondary school, including:
 - (i) The grantee shall comply with any and all provisions of crisis management policy as set forth in Minnesota Statutes, section 121A.035.
 - (ii) The grantee shall comply with any and all provisions, as applicable, of Minnesota statutes and rules pertaining to Pupil Transportation.
 - (iii) The grantee shall comply with any and all provisions, as applicable, pertaining to background checks and mandated reporting as set forth in Minnesota Statutes, sections 123B.03, 299C.61, 299C.62, 626.556.
 - 4) The proposed program was developed and will be carried out in active collaboration with the schools that participating students attend.
 - 5) All participants of the applicant entity, and any partnership entities described, will share relevant data in compliance with applicable laws relating to privacy and confidentiality
 - 6) The proposed academic programs will be carried out in alignment with the challenging Minnesota academic standards and any local academic standards.
 - 7) The community was given notice of an intent to submit this application and that the application was available for public review after submission of the application.
 - 8) Grantees shall comply with "Every Student Succeeds Act, Title VIII, Part F – UNIFORM PROVISIONS

Board of Education
Independent School District
280 Richfield, Minnesota

Regular Meeting, January 21, 2020

Subject: Miscellaneous Pay Rates for Year 2019-2020

(Recommended by Superintendent)

That the Board of Education approves the pay rates for ISD #280 positions which are not covered by existing contracts effective July 1, 2019.

Background Information

(Prepared by Brenda Nielsen)

The Miscellaneous Pay Rate schedule covers a variety of positions that are either casual employment or not represented by a collective bargaining agreement. This schedule is reviewed to look at internal and external market conditions and approved on an annual basis.

The attached miscellaneous pay rates are recommended for year 2019-2020.

Highlights of the recommended changes include the following:

Miscellaneous Positions:

- Increases rate for School RN by 2%
- Increases rate for Health Resource Coordinator by 2%
- Increases rate for Student Engagement Specialist by 2%
- Increases rate for American Indian Coordinator by 2%
- Adds Safe Routes to Schools Coordinator

Community Education:

- Increases the range of pay for Lifeguard
- Increases the range of pay for Water Safety Assistant
- Removes Water Fitness Instructor position

All other rates will remain the same for the 2019-2020 school year.

RICHFIELD PUBLIC SCHOOLS

Miscellaneous Pay Rates 2019-2020

Miscellaneous Positions	Rate for 7/1/18	Rate for 7/1/19
School RN		
Year 1	\$29.78	\$30.38
Year 2	\$30.70	\$31.31
Homebound Teachers		
Base	\$34.00	As identified in Teacher Master Contract
Translation Services		
Per Page	\$25.00	\$25.00
Per Hour	\$25.00	\$25.00
Specialized Student Support		
Student Engagement Specialist	\$22.00	\$22.44
American Indian Coordinator	\$26.00	\$26.52
Safe Routes to Schools Coordinator		\$30.00
Health Resource Center		
Health Resource Coordinator	\$23.46	\$23.93

Community Education Positions	Rate for 7/1/18	Rate for 7/1/19
Community Education Instructors		
Community Ed Instructor	\$18.50 - \$34.00	\$18.50 - \$35.00
Community Ed Site Supervisor	\$11.00 - \$13.00	\$11.00 - \$13.00
Community Ed Program Assistant	\$10.00 - \$13.00	\$10.00 - \$18.00
Aquatics		
Aquatic Coordinator	\$22.00 - \$24.50	\$22.00 - \$24.50
Water Safety Instructor (WSI)	\$11.60 - \$14.25	\$12.00 - \$15.00
Lifeguard	\$11.00 - \$13.00	\$11.00 - \$13.00
Water Safety Assistant	\$9.86 - \$10.56	\$10.00 - \$11.00 Effective 1.1.20

Activities & Athletics	Rate for 7/1/18	Rate for 7/1/19
Site Manager		
Site Manager 1	\$50.00	\$50.00
Site Manager 2	\$75.00	\$75.00
Ticket Taker		
Tickets	\$45.00	\$45.00
Clock/Announcer/Scorer		
Clock/Announcer/Scorer 1	\$35.00	\$35.00
Clock/Announcer/Scorer 2	\$50.00	\$50.00
Track Meet		
Timing System Operator	\$250	\$250
Camera Operator	\$250	\$250
Event Workers		
Event Worker 1	\$10.00	\$10.00
Event Worker 2	\$20.00	\$20.00
Event Worker 3	\$40.00	\$40.00
Event Security		
Security Worker 1	\$50.00	\$50.00
Security Worker 2	\$100.00	\$100.00
Sound, Light & Video Production		
Sound & Light for Theatre	\$22.25	\$22.25
Asst. Sound & Light for Theatre	\$9.95	\$9.95
Video Production – Board/Theatre	\$25.00	\$25.00

Substitute Employees	Rate for 7/1/18	Rate for 7/1/19
School RN	\$19.00	\$19.00
Food Service	Step 1 of Contract for Position Subbing	Step 1 of Contract for Position Subbing
Paraprofessional	Step 1 of Contract for Position Subbing	Step 1 of Contract for Position Subbing
External Summer School Para	Step 1 of Contract for Position Subbing	Step 1 of Contract for Position Subbing
Facilities & Transportation	Step 1 of Contract for Position Subbing	Step 1 of Contract for Position Subbing

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 21, 2020

Subject: Master Agreement with Classified Management Team for years 2019-2020 and 2020-2021

(Recommended by the Superintendent)

It is recommended that the Board of Education approve the proposed Master Agreement with the Classified Management Team for the years 2019-2020 and 2020-2021.

Background Information

(Prepared by Steven Unowsky)

Classified Management Team is a meet and confer group. The group met and gave feedback to the superintendent. Comparable salaries were gathered for leadership positions across the metro. The board chair, vice-chair and superintendent met to review and coordinate an appropriate agreement.

It is recommended that the School Board approve the agreement.

The essential financial changes to the agreement include the following:

Base Salary and Benefit Summary

Year 1 - July 1, 2019 – June 30, 2020

- 1.) Base Salary Schedule Increase of 2%
- 2.) Health Insurance – No change
- 3.) Dental Insurance – No change

Year 2 - July 1, 2020 – June 30, 2021

- 1.) Base Salary Schedule Increase of 2%
- 2.) Health Insurance – No change
- 3.) Dental Insurance – No change
- 4.) Vacation Days- Increase vacation days to 25 (remove stepped increase)

Language/transition Items:

1. Add language to ensure correct payment for the additional day on leap year
2. Change language to ensure that VEBA is paid to team members when married partners both work for the district
3. Change the HRA contribution for post-employment health insurance to include a \$5,000 district HRA contribution following completion of every five consecutive years (after 5,10,15, etc.)
4. Change title accordingly to reflect job role related to Executive Assistant to become the District Data and Testing Coordinator
5. Add 403b longevity increase to match up to 6% of salary after 10 years of service
6. Additional 1% market adjustment District Data and Testing Coordinator, Payroll Accountant, Assistant to the Superintendent
7. Additional 2% market adjustment for Community Education Program Coordinator

RICHFIELD PUBLIC SCHOOLS

CLASSIFIED MANAGEMENT TEAM HANDBOOK

2019-2021

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ARTICLE I

PURPOSE

The purpose of this handbook is to provide information related to the Classified Management Team.

A. Physical Examinations

Physical exams will be required of staff members upon request by the District. When so required, the District will pay the cost of the examination if the staff member obtains the examination at a District designated facility using the District's physical examination form. The staff member will be reimbursed up to the amount paid by the District at its designated facility if the staff member obtains the physical exam at a facility other than that designated by the District and upon presentation of the completed physical exam form along with an itemized statement from the examining facility.

B. Retirement

In the interest of a uniform policy applicable to all employees of this school district and in conformance with the provisions of the continuing contract law, the retirement age for all members of the staff shall be at the end of the fiscal year in which the member reaches the age of seventy (70) years, except as provided by federal legislation.

ARTICLE II

SALARIES

A. Method of Salary Payment

Members of the Classified Management Team shall be paid twice each month, on the 5th and 20th.

B. Deductions

1. Compulsory Deductions

- a. Federal withholding tax
- b. Minnesota withholding tax
- c. Retirement, social security, and Medicare

- 2. Voluntary Deductions
 - a. Annuities
 - b. Savings bonds
 - c. Flexible benefit account

C. Incentive Pay

Classified Management Team members will be eligible for performance incentive pay based on the attainment of pre-determined district goals and individual performance objectives. The Superintendent of Schools shall, at the Superintendent's sole discretion, be authorized to award an amount of dollars equaling up to 4% of the employee's base salary on an annual basis.

D. Leap Years

During a calendar year in which there are 366 days (i.e., Leap Year), the employee will be paid for one (1) additional work day at his/her daily rate of pay. The daily rate of pay will be determined by dividing the employee's applicable base salary by 260. This payment will be included in the employee's salary on the payroll following February 29th during the Leap Year.

ARTICLE III

BENEFITS

A. Holidays

Classified Management Team members shall be granted twelve holidays as follows: Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Two Winter Break Holidays, Two New Year's Holidays, Martin Luther King, Jr. Day and President's Day (as specified in the adopted school calendar), Spring Holiday and Memorial Day.

B. Vacations

- 1. Unused vacation must be taken within six (6) months after the end of the contract year in which it is earned. Classified Management Team members shall have five (5) days of unpaid vacation available for use during the contract year. Unpaid vacation is available on the same terms and conditions as paid vacation. Paid vacation time will be used first unless the Classified Management Team member specifically designates the use of unpaid vacation. Unpaid vacation must be taken within the contract year to which it relates. Unpaid vacation does not carryover to subsequent contract years.

2. The smallest unit of vacation that can be taken is one-half day. Normally the number of days taken individually shall not exceed one-fourth of earned vacation days.
3. Employees will be eligible for an additional two days vacation per year following the completion of five (5) years in the Classified Management team. Employees will be eligible for an additional three (3) days vacation per year following the completion of ten (10) years in the Classified Management Team.
4. If annual work calendars, as assigned by the Superintendent, require fewer vacation days, additional days will be paid on a pro rata basis.

C. Tax Deferred Programs

1. The District will contribute on a matching basis up to 4% of the individual's salary to all Classified Management Team members in accordance with the tax deferred program. After the employee has completed ten (10) full years of continuous service for the District, the District will contribute on a matching basis up to 6% of the individual's salary. In no event will the District's matching contribution exceed the amount allowed by Minn. Stat. 356.24 (as amended), or other applicable law.
2. All individuals who wish to enroll must complete the District form provided for this purpose.
3. Forms are not required the following year if no change in deduction is made. Entry can occur at any time.
4. Before completing the District form, arrangements must be made with the company of the employee's choice selected from those companies approved by the District.
5. Yearly annuity deductions and matching contributions cannot be withdrawn until the end of the fiscal year.

D. Dental Benefits Program

1. The District will provide a dental benefits program for all Classified Management Team members and their dependents. The District will pay the total premium cost for the plan based on a composite rate quotation, for all Classified Management Team members selecting coverage.
2. A Classified Management Team member who retires early will be allowed to continue in the District Dental Benefits program. The premium costs to

the employee for this coverage shall be the same as if the individual were still on the staff. This provision shall apply until the individual becomes eligible for Medicare benefits or reaches age sixty-five (65).

E. Medical Benefits Program

1. The District shall provide a medical benefits program that includes single and dependent coverage . The District will select the insurance carrier/plan administrator and policy after considering the recommendations of the Medical and Dental Benefits Committee.
2. Participation in the District medical benefits program is voluntary on the part of the employee. No additional compensation will be made to those who choose not to accept any or all portions of the program.
3. The District shall offer at least one high-deductible medical benefit plan coupled with a VEBA Trust . Each employee who chooses to enroll in a high-deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA plan offered by the District:
 - a. Single Coverage: The District shall pay the full cost of the single premium for the high-deductible plan. For informational purposes only, this is the 1250/2500 plan during the 2017-2019 plan years. The District will make a \$750 annual contribution, paid on a monthly basis, to the employee's VEBA account.
 - b. Dependent Coverage: As of July 1, 2015, the District shall pay \$1,280 monthly toward the cost of the dependent premium or equivalent for the high-deductible plan. The District will make a \$1,000 annual contribution, paid on a monthly basis, to the employee's VEBA account.

In the event two full time employees are covered under one dependent policy, the maximum District premium payment will be the total cost of the dependent premium or equivalent for the high-deductible plan. The District will make a \$1,000 annual contribution, paid on a monthly basis, to each employee's VEBA account who is covered under the same dependent policy.
 - c. The employer will contribute up to \$6.00 per month to the VEBA trust for administrative fees.

4. Post retirement medical benefit for Classified Management Team members hired before January 1, 2011 are as follows:
 - a. Classified Management Team members hired on and after July 1, 2001 must have completed at least 10 years of employment as a Classified Management Team member in the Richfield Public Schools and attain age 55 to be eligible for post retirement medical benefits.
 - b. A member of the Classified Management Team who retires early at age fifty-five (55) will be allowed to continue in the District Medical Benefits program.

The District will pay toward the premium cost for this coverage, the same as if the individual were still on the staff. This provision shall apply until the individual reaches Medicare eligibility. The District will cover the cost of dependent coverage until the spouse reaches Medicare eligibility.
 - c. Classified Management Team members are eligible to receive the Medicare Supplement herein provided, the cost to be borne by the District if the Classified Management Team member continues the above program until you Medicare eligible. The employee's spouse will also be eligible to be included in the Medicare Supplement program upon attainment of Medicare eligibility if he/she is covered by this group plan until reaching Medicare eligibility or if the spouse maintained continuous coverage with another employer or plan prior to age 65 and coverage under the Richfield plan would constitute redundant coverage. The cost of the Medicare Supplement, for the employee's spouse, will be borne by the District.
 - d. In the event of the employee's death while insured, dependent coverage will continue while the current policy is in effect, until the end of three years after the employee's death, or earlier if that person marries or otherwise ceases to be an eligible dependent, or becomes insured under another plan of group insurance. At the end of the three year period no further coverage will be available.

In the event of the employee's death while covered under the dental program, the dependent will be covered for a period of one year after the employee's death. After this period no further coverage will be available.
5. For Classified Management Team members employed after December 31, 2010, the District shall make an initial contribution of \$5,000 for the employee to a post employment premium health reimbursement

arrangement (“HRA”) sponsored by the District following completion of five consecutive years of service with the District beginning with the July 1, 2012 plan year.

At the time of the initial \$5,000 contribution, the employee shall be 100% vested in the HRA account balance. The account balance shall be maintained in a trust established by the District for purposes including funding District HRA obligations. Thereafter, a \$1,000 annual contribution shall be made for each complete year of service with the District; provided, however, that the District’s contribution upon the completion of each five years of service interval will be \$5,000, rather than \$1,000. For example, the District’s contributions will be as follows:

Consecutive Years Completed	HRA Contribution
5	\$5,000
6	\$1,000
7	\$1,000
8	\$1,000
9	\$1,000
10	\$5,000
11	\$1,000
Etc.	

The District’s HRA payments were changed for the 2019-20 school year. These changes will not be retroactive to previous years.

Contributions shall be made to the trust at the conclusion of the service year. Contributions shall only be made for complete years of service with the District except for the year in which the employee retires. For the year in which the employee retires, the contribution will be made on or before the date of retirement and shall be \$1,000 pro-rated for whole calendar months of service.

F. Term Life Insurance

1. Term Life insurance will be supplied by the District, at no cost to the Classified Management Team member in an amount equal to twice the individual's basic annual salary on the date the insurance becomes effective, taken to the nearest multiple of \$500 to a maximum of \$300,000. A member of the Classified Management Team who retires early will be allowed to continue in the life insurance program with full coverage until age 65. Sixty-five percent of the life insurance program will be continued until age 70. The premium costs to the Classified

Management Team member for this coverage shall be the same as if the individual were still on the staff. Any member who retires after January 1, 1981 will be covered under this program.

2. If the employee's salary shall change, the amount of the insurance shall be redetermined as of the date such change is made.
3. No increase in amount of insurance shall become effective if an employee is away from work due to disability.
4. There shall be no decrease in amount of insurance due to decrease in salary.
5. The Human Resources Department will provide proper forms on request of a spouse in the event of death while still employed.
6. The following supplemental life insurance is made available to the Classified Management Team members in addition to the insurance above. Full cost for supplemental life insurance shall be paid by the Classified Management Team member at the current coverage rates.

a. Supplemental Life

<u>Coverage Amount</u>
\$ 25,000
\$ 50,000
\$ 75,000

b. Dependent Life Insurance

Wife or husband	\$ 5,000
Child - 14 days but less than 6 months	\$ 200
6 months but less than 21 years (to 25 if full time student)	\$ 2,000

G. Income Protection Plan

1. The District shall make available to all Classified Management Team members a Long Term Disability (LTD) insurance program. Benefits shall begin after the seventy-eighth (78) calendar day of total disability.
2. The amount of the monthly income benefit shall be at a minimum seventy percent (70%) of the scheduled salary, less any amounts collectible under Worker's Compensation, the Public Employees

Retirement Association Plan, and State Disability benefits law and the full disability benefit of Social Security.

3. The District will pay the cost of the Long Term Disability Insurance for each participant.
4. For illness or accidents where absences are expected to continue for more than 78 calendar days, please contact the Human Resources Office within 30 days. A claim form will be initiated, a portion to be completed by the employee and a portion to be completed by the employee's medical provider. The medical provider will mail the completed form directly to the insurance carrier.
5. Income protection insurance will be cancelled upon termination of employment or on reaching the age of 70.
6. For Classified Management Team members on Long-Term Disability on the date of ratification of the Classified Management Handbook, the District will pay the total premium amounts for medical and dental benefits coverage in place at the time of disability, for those individuals on long term disability, until the individual becomes eligible for Medicare coverage.

For Classified Management Team members who go on Long Term Disability after July 1, 2005, the individual will pay the same insurance benefit contribution toward the premium amounts of medical and dental benefits coverage as if the individual were actively employed for a period of 24 months.

After the 24th month on long term disability, the District contribution toward the health benefit premium shall equal the cost of the single premium for the high deductible medical benefit plan and premium for the dental benefit plan until the individual becomes eligible for Medicare or Medicaid benefits.

H. Worker's Compensation

1. All employees are covered by Worker's Compensation according to the law of the State for injuries sustained in the course of employment, if injuries require the care of a medical provider.
2. All injuries should be reported immediately on the proper forms available in the District Office.

3. On approved claims, all medical provider and hospital expenses will be paid. In addition compensation for loss of time will be paid at the rate established by the State after a three-day waiting period. Full salary will be paid, if sufficient sick leave has accumulated. Deduction, for the amount paid by the insurance company, will be made from your salary and a deduction from accumulated sick leave will be made on a prorated basis.

I. Health and Accident Insurance for Retired Employees After Becoming Eligible for Medicare Coverage

1. A supplement to Medicare will be supplied to Classified Management Team members hired prior to January 1, 2011 upon attainment of Medicare eligibility with the cost to be borne by the District, if the employee's present coverage is in effect until that time. On retirement at the time of Medicare eligibility, the employee's regular group health and accident coverage will be changed to Medicare supplement coverage.
2. Classified Management Team members hired prior to January 1, 2011 who are eligible for Medicare may continue the health and accident coverage for their spouse until Medicare eligibility, providing the spouse has already reached age 55 and providing he/she is at that time covered under this group policy. This cost will be borne by the District. A Medicare supplement is available to their spouse after he/she reaches Medicare eligibility. If this coverage is selected the district will pay the full cost of the spouse's Medicare supplement.

J. Leaves

1. Sick Leave
 - a. Sick leave allowance of thirteen (13) days per year, accumulative shall be allowed for full time members of the Classified Management Team.
 - b. In cases of extended illness the fitness of the employee for the performance of duties shall be determined by a competent medical provider.
 - c. Days of sick leave shall be credited in July when the fiscal year starts.

- d. Employees will have access to an electronic record of his/her accumulated balance of sick leave.
- e. A Classified Management Team member who has been employed by the district for the most recent 12 month period and holds a .5 FTE or greater position may use up to twenty (20) days of accumulated sick leave during the school year as is medically necessary to care for a critically ill spouse, parent, step-parent, parent-in-law, adult child, sibling, grandchild, or grandparent.

2. Disaster Leave

Additional sick leave benefits shall be granted to any Classified Management Team member who has exhausted accumulated sick leave benefits, if such employee has been continuously disabled and unable to work for a period of 30 or more consecutive duty days, as certified by a medical provider. Disaster leave benefits shall commence as of the duty day immediately following the last day of regular sick leave payment. Disaster leave benefits shall continue only for the period during which the employee remains continuously disabled and unable to work and shall cease on the 78th calendar day of total disability.

3. Personal Leave

Up to six (6) days of earned sick leave per year may be used for:

- a. Illness or death of a relative or friend. If needed for these purposes, the District may grant up to six (6) additional days of personal leave not used in the previous two (2) years with deduction from accumulated sick leave. Such additional leave must be requested in writing and must receive written approval in advance from the Human Resources Office.

- b. One day of earned sick leave may be used for a personal emergency or calamity. Upon returning to work, notification in writing shall be given to the appropriate person describing the nature of the emergency or calamity which transpired.

Weather conditions may constitute a legitimate calamity day providing that every reasonable effort has been made by the Classified Management Team member to get to work.

- c. Absence with pay may be allowed for a required appearance in court, tax audit, adoption, college or a university examination or graduation. Absence with pay may also be allowed for marriages

or graduations in the immediate family (including nieces and nephews) that require travel or must be attended during the school day. A request for leave in this Division must be submitted to the Human Resources Office in advance.

- d. Yom Kippur, Rosh Hashanah, Christmas and Good Friday, when they fall on a regularly scheduled work day, will each be considered a day deductible from personal leave for Classified Management Team members who desire to observe said days. A request for leave in this Division must be submitted to the Human Resources Office in advance.
- e. Each regularly employed Classified Management Team member may be granted two (2) days of personal leave per year to handle important personal matters at the Classified Management Team members' own discretion. Requests for such leave must be made to the Human Resources Office at least two (2) days in advance. The Human Resources Office will give priority to individuals who have not used this provision in the past, providing the request is made at least 4 weeks in advance. Only one day per year may be used to extend a break in the school calendar.

K. Communications

For Classified Management Team members who are required by the district to carry a cell phone, the District, at its discretion will either provide a cell phone to be used exclusively for work related purposes or a stipend as follows:

Voice only access - \$35 per month

Voice and data access - \$70 per month

L. Staff Development

The District will reimburse Classified Management Team members for the cost of pre-approved coursework, including tuition for college credits, up to a maximum of \$2000 per fiscal year. In order to secure reimbursement, the employee must provide evidence of satisfactory completion of such coursework.

M. Retirement Incentives

- 1. A Classified Management Team member who has at least fifteen (15) years of employment in the Richfield Public Schools and also is at least age fifty-five (55) shall receive severance pay upon resignation. Accrued sick leave shall mean the number of days the employee has accumulated at the effective date of retirement.

The Classified Management Team members severance pay shall be the sum of the applicable amounts determined by the provisions of both Divisions 2 and 3 below.

2. The Classified Management Team member shall multiply accumulated sick leave by the appropriate percentage from the chart below. The product of this multiplication shall then be multiplied by two hundred dollars (\$200) to determine the severance pay for this Division. In no case, however, shall the benefit from this Division exceed twenty thousand dollars (\$20,000).

15 or more years in Richfield 100% of accumulated sick leave

3. A Classified Management Team member who has at least fifteen (15) years of credited experience or more in the Richfield School District shall be paid the following amount:

15 or more years in Richfield \$10,000

4. To the fullest extent permissible under applicable law, severance pay shall be made in a single payment.

The full amount of severance pay a retiring employee is eligible to receive herein shall be contributed into a 403b supplemental retirement account established by the employee, exclusively for the purpose of receiving such payment (the "Severance 403b"). Such a contribution shall be consistent with the applicable IRS rules on annual additions to tax-deferred accounts. The employee will not receive any direct payment from the school district for severance pay.

In the event the severance pay calculated above exceeds the maximum annual contributions permitted under the applicable IRS rules, the excess severance pay shall be contributed to the Severance 403b after January 1st of the year following the year of retirement, and for up to four calendar years thereafter, if necessary.

Each year, prior to any contribution, the employee shall provide verification of the amount that may be contributed to the Severance 403(b) without exceeding the applicable IRS limits on annual additions to tax-deferred accounts. Upon request by the employee, the school district shall provide a summary of the employee's salary reduction and the school district's matching contributions for the year of proposed retirement (i.e., the year of the proposed severance contribution).

5. If the retiree dies before all or a portion of the severance pay has been disbursed the unpaid balance shall be paid to a named beneficiary, or in the event no beneficiary has been named, to the estate of the deceased. Severance pay is considered earned only after the employee completes active employment through the Board approved retirement date.

RICHFIELD PUBLIC SCHOOLS
SALARIES FOR CLASSIFIED MANAGEMENT
2019-2020

<u>POSITION</u>	<u>SALARY</u>	<u>VACATION DAYS</u>
Assistant to the Supt.	\$62,419-69,354	20
Community Education Program Coord.	\$53,342-59,268	20
Supervisor of Human Resources	\$65,004-72,227	20
Technology Systems Administrator	\$71,813-79,793	20
Payroll Accountant	\$57,865-64,295	20
Human Resources Coordinator	\$54,778-60,864	20
Technology Support Specialist	\$49,923-55,470	20
District Data & Testing Coordinantor	\$63,465-70,516	20

Note: Minimum to maximum salary range consists of five (5) steps at 90%; 92%; 94%; 97%; and 100%

RICHFIELD PUBLIC SCHOOLS
SALARIES FOR CLASSIFIED MANAGEMENT
2020-2021

<u>POSITION</u>	<u>SALARY</u>	<u>VACATION DAYS</u>
Assistant to the Supt.	\$63,667-70,741	25
Community Education Program Coord.	\$54,408-60,454	25
Supervisor of Human Resources	\$66,305-73,672	25
Technology Systems Administrator	\$73,250-81,388	25
Payroll Accountant	\$59,023-65,581	25
Human Resources Coordinator	\$55,874-62,082	25
Technology Support Specialist	\$50,921-56,579	25
District Data & Testing Coordiantor	\$64,734-71,926	25

Note: Minimum to maximum salary range consists of five (5) steps at 90%; 92%; 94%; 97%; and 100%

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 21, 2020

Subject: Master Agreement with Management Team for years 2019-2020 and 2020-2021

(Recommended by the Superintendent)

It is recommended that the Board of Education approve the proposed Master Agreement with the Management Team for the years 2019-2020 and 2020-2021.

Background Information

(Prepared by Steven Unowsky)

Management Team is a meet and confer group. The group met and gave feedback to the superintendent. Comparable salaries were gathered for leadership positions across the metro. The board chair, vice-chair and superintendent met to review and coordinate an appropriate agreement.

It is recommended that the School Board approve the agreement.

The essential financial changes to the agreement include the following:

Base Salary and Benefit Summary

Year 1 - July 1, 2019 – June 30, 2020

- 1.) Base Salary Schedule Increase of 2%
- 2.) Health Insurance – No change
- 3.) Dental Insurance – No change

Year 2 - July 1, 2020 – June 30, 2021

- 1.) Base Salary Schedule Increase of 2%
- 2.) Health Insurance – No change
- 3.) Dental Insurance – No change
- 4.) Vacation Days - Align vacation days of all management team members to 25 days; increase salary for any additional work days

Language/transition Items:

1. Add language to ensure correct payment for the additional day on leap year

2. Change Title accordingly to reflect job roles related to Director of Multi Lingual Learning to become Director of Multi Lingual Learning and Richfield College Experience Program; and Director of Literacy to become Director of Curricular Learning
3. Move Director of Marketing and Communications to Management team contract
4. Additional 1% market adjustment for Middle School Assistant Principals
5. Create individual lines for all directors
6. Change the HRA contribution for post-employment health insurance to include a \$5,000 district HRA contribution following completion of every five consecutive years (after 5,10,15, etc.)
7. Add 403b longevity increase to match up to 6% of salary after 10 years of service

RICHFIELD PUBLIC SCHOOLS

MANAGEMENT TEAM

HANDBOOK

2019-2021

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ARTICLE I

PURPOSE

The purpose of this handbook is to provide general, salary, and benefit information for administrators related to Management Team members and their employment.

A. Physical Examinations

Physical exams will be required of staff members upon request by the District. When so required, the District will pay the cost of the examination if the staff member obtains the examination at a District designated facility using the District's physical examination form. The staff member will be reimbursed up to the amount paid by the District at its designated facility if the staff member obtains the physical exam at a facility other than that designated by the District and upon presentation of the completed physical exam form along with an itemized statement from the examining facility.

B. Retirement

In the interest of a uniform policy applicable to all employees of this school district and in conformance with the provisions of the continuing contract law, the retirement age for all members of the staff shall be at the end of the fiscal year in which the member reaches the age of seventy (70) years, except as provided by federal legislation.

ARTICLE II

SALARIES

A. Method of Salary Payment

Members of the Management Team shall be paid twice each month, on the 5th and 20th.

B. Deductions

1. Compulsory Deductions

Federal withholding tax
Minnesota withholding tax
Retirement, social security, and Medicare

2. Voluntary Deductions

Annuities
Savings bonds
Flexible benefit account

C. Incentive Pay

Management Team members will be eligible for performance incentive pay based on the attainment of pre-determined performance objectives and established criteria. The Superintendent of Schools shall, at the Superintendent's sole discretion, be authorized to award an amount of dollars equaling up to 6% of the employee's base salary on an annual basis.

D. Leap Years

During a calendar year in which there are 366 days (i.e., Leap Year), the employee will be paid for one (1) additional work day at his/her daily rate of pay. The daily rate of pay will be determined by dividing the employee's applicable base salary by 260. This payment will be included in the employee's salary on the payroll following February 29th during the Leap Year.

ARTICLE III

BENEFITS

A. Holidays

Management Team members shall be granted twelve holidays as follows: Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Two Winter Break Holidays, Two New Year's Holidays, Martin Luther King, Jr. Day and President's Day (as specified in the adopted school calendar), Spring Holiday and Memorial Day.

B. Vacations

1. Unused vacation must be taken within six (6) months after the end of the contract year in which it is earned. Management Team members shall have five (5) days of unpaid vacation available for use during the contract year. Unpaid vacation is available on the same terms and conditions as paid vacation. Paid vacation time will be used first unless the Management Team member specifically designates the use of unpaid vacation. Unpaid vacation must be taken within the contract year to which

it relates. Unpaid vacation does not carryover to subsequent contract years.

2. The smallest unit of vacation that can be taken is one-half day. Normally the number of days taken individually shall not exceed one-fourth of earned vacation days.
3. If annual work calendars, as assigned by the Superintendent, require fewer vacation days, additional days will be paid on a pro rata basis.

C. Tax Deferred Programs

1. The District will contribute on a matching basis up to 4% of the administrator's salary to all Management Team members in accordance with the benefit program. After the employee has completed ten (10) full years of continuous service for the District, the District will contribute on a matching basis up to 6% of the individual's salary. In no event will the District's matching contribution exceed the amount allowed by Minn. Stat. 356.24 (as amended), or other applicable law.
2. All Management Team members who wish to enroll must complete the District form provided for this. Entry can occur at any time.
3. Forms are not required the following year if no change in deduction is made.
4. Before completing the District form, arrangements must be made with the company of the employee's choice selected from those companies approved by the District.
5. Yearly tax deferred deductions and matching contribution cannot be withdrawn until the end of the fiscal year.

D. Dental Benefits Program

The District will provide dental benefits for all members of the Management Team and their dependents. The District will pay the total premium cost for the plan, based on a composite rate quotation, for all Management Team members selecting coverage.

A Management Team member who retires will be allowed to continue in the District Dental Benefits program. The premium costs to the employee for this coverage shall be the same as if the individual were still on the staff. This provision shall apply until the individual becomes eligible for Medicare benefits.

E. Medical Benefits Program

1. The District shall provide a medical benefits program that includes single and dependent. The District will select the insurance carrier/plan administrator and policy after considering the recommendations of the Medical and Dental Benefits Committee.
2. Participation in the District medical benefits program is voluntary on the part of the employee. No additional compensation will be made to those who choose not to accept any or all portions of the program.
3. The District shall offer at least one high-deductible plan coupled with a VEBA Trust . Each employee who chooses to enroll in a high-deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA plan offered by the District:
 - a. Single Coverage: The District shall pay the full cost of the single premium or equivalent for the high-deductible plan. For informational purposes only, this is the 1250/2500 plan during the 2017-2019 plan years. The District will make a \$750 annual contribution, paid on a monthly basis, to the employee's VEBA account.
 - b. Dependent Coverage: As of July 1, 2015, the District shall pay \$1,280 monthly toward the cost of the dependent premium or equivalent for the high-deductible plan. The District will make a \$1,000 annual contribution, paid on a monthly basis, to the employee's VEBA account.
 - c. The employer will contribute up to \$6.00 per month to the VEBA trust for administrative fees.
4. Post retirement medical benefit for Management Team members hired prior to January 1, 2011 are as follows:
 - a. Management Team members hired on and after July 1, 2001 must have completed at least 10 years of employment as an administrator in the Richfield Public Schools and attain age 55 to be eligible for post retirement medical benefits.
 - b. A member of the administrative staff who retires early at age fifty-five (55) will be allowed to continue in the District Medical Benefits program. The District will pay toward the

premium cost for this coverage, the same as if the individual were still on the staff. This provision shall apply until the individual reaches Medicare eligibility. The District will cover the cost of dependent coverage until the spouse reaches Medicare eligibility.

- c. Management Team members are eligible to receive the Medicare Supplement herein provided, the cost to be borne by the District if you continue the above program until you reach Medicare eligibility. The employee's spouse also will be eligible to be included in the Medicare Supplement program at the time of Medicare eligibility if he/she is covered by this group plan until they reach Medicare eligibility or if the spouse maintained continuous coverage with another employer or plan prior to age 65 and coverage under the Richfield plan would constitute redundant coverage. The cost of the Medicare Supplement, for the employee's spouse, will be borne by the District.
- d. In the event of the employee's death while insured, the dependent coverage will continue while the current policy is in effect, until the end of three years after the employee's death, or earlier if that person marries or otherwise ceases to be an eligible dependent, or becomes insured under another plan of group insurance. At the end of the three year period no further coverage will be available, except as is otherwise provided by state/federal law.

In the event of the employee's death while covered under the dental program, the dependent will be covered for a period of one year after the employee's death. After this period no further coverage will be available at District expense.

- 5. For Management Team members employed after December 31, 2010, the District shall make an initial contribution of \$5,000 for the employee to a post employment premium health reimbursement arrangement ("HRA") sponsored by the District following completion of five consecutive years of service with the District beginning with the July 1, 2012 plan year.

At the time of the initial \$5,000 contribution, the employee shall be 100% vested in the HRA account balance. The account balance shall be maintained in a trust established by the District for purposes including funding District HRA

obligations. Thereafter, a \$1,000 annual contribution shall be made for each complete year of service with the District; provided, however, that the District's contribution upon the completion of each five years of service interval will be \$5,000, rather than \$1,000. For example, the District's contributions will be as follows:

Consecutive Years Completed	HRA Contribution
5	\$5,000
6	\$1,000
7	\$1,000
8	\$1,000
9	\$1,000
10	\$5,000
11	\$1,000
Etc.	

The District's HRA payments were changed for the 2019-20 school year. These changes will not be retroactive to previous years..

Contributions shall be made to the trust at the conclusion of the service year. Contributions shall only be made for complete years of service with the District except for the year in which the employee retires. For the year in which the employee retires, the contribution will be made on or before the date of retirement and shall be \$1,000 pro-rated for whole calendar months of service.

F. Term Life Insurance

1. Term Life insurance will be supplied by the District, at no cost to the Management Team member in an amount equal to three times the individual's basic annual salary on the date the insurance becomes effective, taken to the nearest multiple of \$500 to a maximum of \$300,000. A member of the Management Team who retires early will be allowed to continue in the life insurance program with full coverage until age 65. Sixty-five percent of the life insurance program will be continued until age 70. The premium costs to the administrator for this coverage shall be the same as if the individual were still on the staff.
2. If the employee's salary changes, the amount of the insurance shall be redetermined as of the date such change is made.
3. No increase in amount of insurance shall become effective if an employee is away from work due to disability.

4. There shall be no decrease in amount of insurance due to decrease in salary.
5. The Human Resources Department will provide proper forms on request of a spouse in the event of death while still employed.
6. The following supplemental life insurance is made available to the Management Team member in addition to the insurance above. Full cost for supplemental life insurance shall be paid by the Management Team member at the current coverage rates.

- a. Supplemental Life
Coverage Amount
 \$ 25,000
 \$ 50,000
 \$ 75,000

- b. Dependent Life Insurance

Wife or husband	\$ 5,000
Child - 14 days but less than 6 months	\$ 200
6 months but less than 21 years (to 25 if full time student)	\$ 2,000

G. Income Protection Plan

1. The District shall make available to all Management Team members a Long Term Disability (LTD) insurance program. Benefits shall begin after the seventy-eighth (78) calendar day of total disability.
2. The amount of the monthly income benefit shall be at a minimum seventy percent (70%) of the scheduled salary, less any amounts collectible under Worker's Compensation, the Teacher's Retirement Association Plan, and State Disability benefits law and the full disability benefit of Social Security.
3. The District will pay the cost of the Long Term Disability Insurance for each participant.
4. For illness or accidents where absences are expected to continue for more than 78 calendar days, please contact the Human Resources Office within

30 days. A claim form will be initiated, a portion to be completed by the employee and a portion to be completed by the employee's medical provider. The medical provider will mail the completed form directly to the insurance carrier.

5. Income protection insurance will be canceled upon termination of employment or on reaching the age of 70.
6. For Management Team members on Long Term Disability on the date of ratification of the Management Team handbook, the District will pay the total premium amounts for medical and dental benefits coverage in place at the time of disability, for those individuals on long term disability, until the individual becomes eligible for Medicare coverage.

For Management Team members who go on Long Term Disability after July 1, 2005, the District will pay the same insurance benefit contribution toward the premium amounts of medical and dental benefits coverage as if the individual were actively employed, for a period of 24 months. After the 24th month on long term disability, the district contribution toward the health benefit premium shall equal the cost of the single premium for the high deductible medical benefit plan and premium for the dental benefit plan until the individual becomes eligible for Medicare or Medicaid benefits.

H. Worker's Compensation

1. All employees are covered by Worker's Compensation according to the law of the State for injuries sustained in the course of employment, if injuries require the care of a medical provider.
2. All injuries should be reported immediately on the proper forms available in the District Office.
3. On approved claims, all medical providers and hospital expenses will be paid. In addition compensation for loss of time will be paid at the rate established by the State after a three-day waiting period. Full salary will be paid, if sufficient sick leave has accumulated. Deduction, for the amount paid by the insurance company, will be made from your salary and a deduction from accumulated sick leave will be made on a prorated basis.

I. Health and Accident Insurance for Retired Employees After Becoming Eligible for Medicare Eligibility

1. A supplement to Medicare will be supplied to Management Team members hired prior to January 1, 2011 at Medicare eligibility with the cost to be borne by the District, if your present coverage is in effect until

that time. On retirement at the time of Medicare eligibility, your regular group health and accident coverage will be changed to Medicare supplement coverage.

2. Management Team members hired prior to January 1, 2011 who are eligible for Medicare may continue the health and accident coverage for their spouse until Medicare eligibility, providing the spouse has already reached the age of 55 and providing he/she is at that time covered under the group policy. This cost will be borne by the District. A Medicare supplement is available to the spouse after he/she reaches Medicare eligibility. If this coverage is selected the district will pay the full cost of the spouse's Medicare supplement.

J. Leaves

1. Sick Leave

- a. Sick leave allowance of thirteen (13) days per year, accumulative shall be allowed for full time members of the Management Team.
- b. In cases of extended illness the fitness of the employee for the performance of duties shall be determined by a competent medical provider.
- c. Days of sick leave shall be credited in July when the fiscal year starts.
- d. Employees will have access to an electronic record of his/her accumulated balance of sick leave.
- e. A Management Team member who has been employed by the district for the most recent 12 month period and holds a .5 FTE or greater position may use up to twenty (20) days of accumulated sick leave during the school year, as is medically necessary, for the illness or injury of a spouse, parent, step-parent, parent-in-law, adult child, sibling, grandchild, or grandparent.

2. Disaster Leave

Additional sick leave benefits shall be granted to any Management Team member who has exhausted accumulated sick leave benefits, if such Management Team member has been continuously disabled and unable to work for a period of 30 or more consecutive duty days, as certified by a medical provider. Disaster leave benefits shall commence as of the duty day immediately following the last day of regular sick leave payment. Disaster leave benefits shall

continue only for the period during which the Management Team member remains continuously disabled and unable to work and shall cease on the 78th calendar day of total disability.

3. Personal Leave

Up to six (6) days of earned sick leave per year may be used for:

- a. Death of a relative or friend. If needed for these purposes, the District may grant up to six (6) additional days of personal leave not used in the previous two (2) years with deduction from accumulated sick leave. Such additional leave must be requested in writing and must receive written approval in advance from the Human Resources Office.
- b. One day of earned sick leave may be used for a personal emergency or calamity. Upon returning to work, notification in writing shall be given to the appropriate person describing the nature of the emergency or calamity which transpired.

Weather conditions may constitute a legitimate calamity day providing that every reasonable effort has been made by the Management Team member to get to work.

- c. Absence with pay may be allowed for a required appearance in court, tax audit, adoption, college or a university examination or graduation. Absence with pay may also be allowed for marriages or graduations in the immediate family (including nieces and nephews) that require travel or must be attended during the school day. A request for leave in this Division must be submitted to the Human Resources Office in advance.
- d. Yom Kippur, Rosh Hashanah, Christmas and Good Friday, when they fall on a regularly scheduled work day, will each be considered a day deductible from personal leave for Management Team members who desire to observe said days. A request for leave in this Division must be submitted to the Human Resources Office in advance.
- e. Each regularly employed Management Team member may be granted two (2) days of their personal leave per year to handle important personal matters at the Management Team members' own discretion. Requests for such leave must be made to the Human Resources Office at least two (2) days in advance. Priority will be given to individuals who have not used this provision in the past, providing the request is made at least 4 weeks in advance.

Only one day per year may be used to extend a break in the school calendar.

K. Automobile Mileage

The District shall reimburse Management Team members for job-related use of the employee's personal vehicle at the Internal Revenue Service mileage rate.

L. Communications

For Management Team members who are required by the district to carry a cell phone, the District, at its discretion will either provide a cell phone to be used exclusively for work related purposes or a stipend as follows:

Voice only access - \$35 per month

Voice and data access - \$70 per month

M. Professional Dues

The District will provide Management Team members with up to \$3,000 annually for professional organization membership fees, conferences and workshop registration and travel, or college tuition. Management Team members may accumulate up to \$6,000 to be used for these professional development activities.

N. Retirement Incentive

1. Members of the Management Team who have completed at least fifteen (15) years of employment as an administrator with the Richfield Public Schools or 20 years as an employee of the Richfield Public Schools of which 10 years is as an administrator and who have attained at least their 55th birthday shall be eligible for severance pay according to the following provision.

15 or more years in Richfield 50% of annual salary

2. Members of the Management Team shall be eligible for additional severance pay equal to six (6) days of accumulated sick leave for each year of service as an employee in the Richfield Public Schools.

Commencing at the conclusion of school year 2001-02, members of the Management Team who are at least age 55 and with at least one year as an administrator in the Richfield Public Schools shall be eligible for severance pay equal to six (6) days of accumulated sick leave for each year of service as an employee in the Richfield Public Schools.

3. The payment will be the sum of the applicable amounts determined by the provisions of both 1. and 2. above, with the total amount not to exceed the annual salary.
4. The annual salary shall be based on the last contract between the employee and the Richfield Public Schools for a fiscal year in which salary is paid. The daily rate of pay shall be computed by dividing the annual salary by 260 days.
5. The notice of retirement must be given in writing to the Board of Education no later than 90 calendar days prior to the date the retirement is to be effective.
6. To the fullest extent permissible under applicable law, severance pay shall be made in a single payment.

The full amount of severance pay a retiring employee is eligible to receive herein shall be contributed into a 403b supplemental retirement account established by the employee, exclusively for the purpose of receiving such payment (the "Severance 403b"). Such a contribution shall be consistent with the applicable IRS rules on annual additions to tax-deferred accounts. The employee will not receive any direct payment from the school district for severance pay.

In the event the severance pay calculated above exceeds the maximum annual contributions permitted under the applicable IRS rules, the excess severance pay shall be contributed to the Severance 403b after January 1st of the year following the year of retirement, and for up to four calendar years thereafter, if necessary.

Each year, prior to any contribution, the employee shall provide verification of the amount that may be contributed to the Severance 403(b) without exceeding the applicable IRS limits on annual additions to tax-deferred accounts. Upon request by the employee, the school district shall provide a summary of the employee's salary reduction and the school district's matching contributions for the year of proposed retirement (i.e., the year of the proposed severance contribution).

7. If the retiree dies before all or a portion of the severance pay has been disbursed the unpaid balance shall be paid to a named beneficiary, or in the event no beneficiary has been named, to the estate of the deceased. Severance pay is considered earned only after the employee completes active employment through the Board approved retirement date.

8. A Management Team member who was hired on or before June 30, 2001, and has completed (1) at least 15 years as an administrator with Richfield Public Schools or (2) at least 20 years with Richfield Public Schools and at least 10 years as an administrator, making him/her eligible for both the severance and retirement benefits contained in Article III.E.4 and Article III.N based on years of service in the District but is laid off or terminated for reasons other than those articulated in MS 122A40, Sub 13 will be eligible for the retirement and severance benefits specified in Article III.D, Article III.E.4, Article III.F, Article III.I, and Article III.N of this handbook.

RICHFIELD PUBLIC SCHOOLS
MANAGEMENT TEAM SALARIES 2019-2020

<u>POSITION</u>	<u>SALARY</u>	<u>VACATION DAYS</u>
Assistant Superintendent	\$138,814-154,237	25
Chief Human Resource & Administrative Services Officer	\$146,551-162,835	25
Executive Director of Special Programs	\$138,814-154,237	25
Senior High Principal	\$134,134-149,038	25
Senior High Assistant Principals	\$116,590-129,544	25
Athletic Director	\$97,597-108,441	25
Middle School Principal	\$128,888-143,209	25
Middle School Assistant Principal	\$111,912-124,347	25
Elementary School Principals	\$122,049-135,610	30
Elementary School Assistant Principal	\$104,075-115,638	30
Director of Curricular Learning	\$104,075-115,638	30
Director of Community Education	\$104,075-115,638	30
Director of Early Childhood Program	\$104,075-115,638	30
Director of Finance	\$106,077-117,863	25
Director of Human Resources	\$106,077-117,863	25
Director of Multi Lingual Learning & Richfield College Experience Program	\$104,075-115,638	30
Director of Special Programs	\$104,075-115,638	30
Director of Student Services	\$104,075-115,638	30
Director of Technology	\$104,075-115,638	30
Director of Facilities and Transportation	\$97,597-108,441	25
Director of Food and Nutrition	\$97,597-108,441	25
Director of Marketing and Communications	\$87,210-96,900	20

Note: Minimum to maximum salary range consists of five (5) steps at 90%; 92%; 94%; 97%; and 100%

RICHFIELD PUBLIC SCHOOLS
MANAGEMENT TEAM SALARIES 2020-2021

<u>POSITION</u>	<u>SALARY</u>	<u>VACATION DAYS</u>
Assistant Superintendent	\$141,590-157,322	25
Chief Human Resource & Administrative Services Officer	\$149,482-166,092	25
Executive Director of Special Programs	\$141,590-157,322	25
Senior High Principal	\$136,817-152,019	25
Senior High Assistant Principals	\$118,921-132,135	25
Athletic Director	\$99,549-110,610	25
Middle School Principal	\$131,466-146,073	25
Middle School Assistant Principal	\$114,151-126,834	25
Elementary School Principals	\$126,884-140,982	25
Elementary School Assistant Principal	\$108,198-120,220	25
Director of Curricular Learning	\$108,198-120,220	25
Director of Community Education	\$108,198-120,220	25
Director of Early Childhood Program	\$108,198-120,220	25
Director of Finance	\$108,198-120,220	25
Director of Human Resources	\$108,198-120,220	25
Director of Multi Lingual Learning & Richfield College Experience Program	\$108,198-120,220	25
Director of Special Programs	\$108,198-120,220	25
Director of Student Services	\$108,198-120,220	25
Director of Technology	\$108,198-120,220	25
Director of Facilities and Transportation	\$99,549-110,610	25
Director of Food and Nutrition	\$99,549-110,610	25
Director of Marketing and Communications	\$88,954-98,838	25

Note: Minimum to maximum salary range consists of five (5) steps at 90%; 92%; 94%; 97%; and 100%

NEW BUSINESS - FOR ACTION

Agenda Item VI.H.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, January 21, 2020

Subject: Donations

(Recommended by the Superintendent)

That the Board of Education accept the following donations with gratitude.

Richfield Dugout Club donated \$27,297.13 to Athletics for the baseball program.

High Tech Kids donated \$900 to Sheridan Hills Elementary GT Lego League Teams

The Sunshine Fund received donations from:

Coremark Metals - \$105
TCF Bank BSA & Fraud Unit - \$1000
Estee Stene Krueger - \$100
Passion Church - \$1000

The Sunshine Fund received donations of \$490 through GiveMN from the following people:

Aaron DeVries \$100
Cathy Waldhauser \$50
Shelly and Bill Gardner \$100
JAMF Nation Global Foundation \$25 Match to Elizabeth Tredwell's donation of \$25

Anonymous \$240