

## SUPERINTENDENT'S REPORT AND AGENDA

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

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

**Monday, June 29, 2020**  
**7:00 p.m. School Board Meeting**

- 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. Corona Virus Update/Review of Fall Planning
    - 2. SRO Initial Conversation
    - 3. Health and Safety Report
- IV. CONSENT AGENDA
  - A. Routine Matters
    - 1. Minutes of the regular meeting held June 15, 2020
    - 2. General Disbursements as of June 29, 2020 for \$745,161.51
  - B. Personnel Items
- V. OLD BUSINESS
  - A. Policy 612 and Guideline 612.1 Curriculum Development
  - B. Policy 112 and Guidelines 112.1 and 112.2 Wellness Policy and Guidelines
  - C. Policy 610 and Guidelines 610.1 Selection and Reevaluation of Instructional Resources

VI. NEW BUSINESS

- A. Board Meeting Schedule 2020-2021
- B. Milk Bid Award
- C. Bread Bid Award
- D. Independent School District 280 Long Term Facility Maintenance Budget

VII. ADVANCE PLANNING

- A. Legislative Update
- B. Information and Questions from Board
- C. Future Meeting Dates

7-13-20                      7:00 p.m.                      Regular Board Meeting – Public Comment

- D. Suggested/Future Agenda Items

VIII. CLOSED SESSION AS ALLOWED BY MINNESOTA STATUTE 13D.05 FOR SUPERINTENDENT EVALUATION

IX. REOPEN MEETING

X. ADJOURN REGULAR MEETING

*Enriching and accelerating learning*



## COVID-19 Fall Planning

*Enriqueciendo y acelerando el aprendizaje*



Plan for three possible options:

- In person learning with social distancing
- Distance learning
- Hybrid mix of in person and distance





## CDC Guidelines:

- Social Distancing
- Only up to 50% Capacity
- Provide self-isolated options for immunocompromised students and staff



Different from Spring:

- Time to plan over summer
- Can expect synchronous (live) teaching
- Requires more professional development



## CDC/MDE/MDH/Governor:

- Will tell us expectation and we are expected to comply
- Information shared last week of July
- Will still be flexible and depend on ongoing progression and monitoring of COVID-19



# Fall Education: Building from Summer School

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**RICHFIELD**  
PUBLIC SCHOOLS

## Summer School Model:

- Parallel programs, distance learning and in person learning
- Student, parent, staff choice used
- Will work to evaluate options and create plans



## Planning throughout July:

- Management currently organizing planning teams
- Involves staff, students, parents
- Creating recommendations
- Designing options for future use
- Draft plans due end of July



## Planning in August:

- Surveys to families
- Surveys to staff
- Professional Development as needed
- Design program after state guidance



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**Questions?**

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School Resource Officers

*Enriqueciendo y acelerando el aprendizaje*





# SROs: The Conversation

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- We believe this is an important time to review and examine our police relationship
- The board tasked the superintendent with gathering input/perspectives from staff, admin and students
- The board tasked the superintendent with reviewing strategic plan comments and any previous feedback
- The feedback will be used to guide a superintendent recommendation to the board for next steps
- Recommendation/next conversation to ideally occur during our August 3 meeting



# SROs: The Purpose

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- Increase safety in schools
- Create positive student/police relationships
- Engage in community based policing supports
- Provide fast access to police as needed
- Two officers, one in RHS and one in RMS



# SROs: The Contract

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- Four year contract with Richfield Police Department
- Began July 1, 2017 and ends June 30, 2021
- Provides a 30 day contract cancellation option
- Outlines roles, responsibilities
- Outlines partnership



# SROs: The Finances

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- Safe Schools levy
- Comprises approximately \$75,000 of a \$340,000 budget
- Restricted funds allowed to be spent on school safety
- SROs, school counselors, district security, cameras, etc



# SROs: What They Are

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- Police presence in the school with an office
- Trained in our policies and expectations
- Assigned proactive relationship responsibilities
- Community officer with main responsibilities in building community relationships
- A regular uniformed police officer
- Able to take action when police intervention is required
- Trained in police protocols and safety practices



# SROs: Additional Information

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- Separate from all school discipline
- Separate from all student data
- Part of an overall school safety team



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## **Board Member Statements/Questions/Comments**

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## **Facilities & Transportation Dept.**

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2020-2021 Lifetime Facilities  
Maintenance

Presented by: Craig Holje

June 29, 2020

*Enriqueciendo y acelerando el aprendizaje*



# Overview

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- Health & Safety FY20 Tasks Accomplished
- Mock OSHA Inspection
- FY21 Projects

# Tasks Accomplished

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**RICHFIELD**  
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- Lead In Water Sampling
- Radon Testing
- Sports Field Testing
- Playground Inspections
- Annual Testing
  - Custodial
  - Bus Driver
  - Science Teachers
  - Food Service
  - Art Teachers

- Richfield Public Schools tested for radon back in January. Retesting occurred in March for radon kits that were missing during pick-up.
- 535 rooms were identified and tested at nine district buildings that are frequently occupied spaces.
- Management Plan
  - School testing schedule (Every 5 years)
  - Location of all frequently-occupied rooms with ground contact or rooms immediately above unoccupied spaces that are in contact with the ground.
- Management plan is located on the District Website – Health & Safety page. The management plan includes testing schedule, map of testing locations and testing results.
- Richfield Public Schools have been testing for radon since 2009/2010 school year.

# Radon Results

School	Number of Rooms	Number of Rooms above 4pCi/L
High School	132	0
Middle School	94	0
STEM	65	0
RDLS	53	0
Centennial	57	0
Sheridan	57	0
Central	57	0
Transportation	7	0
Hope Church	13	0

# Lead In Water Plan

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- Richfield Public Schools tested for lead in water in January for water fixtures that have been replaced or installed during construction.
- 210 fixtures were identified and tested at four district buildings.
  - High School kitchen and cafeteria
  - STEM 2<sup>nd</sup> and 3<sup>rd</sup> floor
  - RDLS
  - Hope Church
- Management plan is located on the District Website – Health & Safety page. The management plan includes testing schedule, map of testing locations and testing results.
- Richfield Public Schools have been testing for lead in water since 2001.

# Lead-in-Water Results

School	Number of Fixtures	Number of Fixtures above 15 ppb
High School	27	2
STEM	90	2
RDLS	73	0
Hope Church	20	2

# Sports Field Testing

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- G-max Testing
  - 10 testing locations, 3 drops per location
- Reasoning
  - Improve player safety and identify certain areas that need more maintenance.
- Results (May 2020)
  - G-max highest measurement was 173 – below ASTM action level but approaching
    - All locations were below ASTM standard action level (<200 G-max)
    - G-max range (80-173)
- Proper maintenance can prolong life of field & increase head to turf safety

# Playground Inspection

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- **Monthly Documented Inspections**
  - The custodial and maintenance staff were trained on playground safety in January 2019 by a certified playground safety inspector (CPSI).
  - The head custodians and maintenance staff work together to get items fixed ASAP.
- **Summer/Fall 2020 Playground Maintenance**
  - Poured in place rubber surfacing will be repaired at various playgrounds.
  - A CPSI will inspect the playground once the repairs have been made.



# Mock OSHA Inspection



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Missing monthly & annual inspection



Cylinders not stored properly - Contractor



Emergency egress exit partially obstructed - Contractor



Guard missing or needs adjustments - Recommended



Accumulated combustible dust



A machine guarding assessment



Dispose of unlabeled, old and excess chemicals



# FY21 Projects

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**RICHFIELD**  
PUBLIC SCHOOLS

- Rooftop Fall Protection & Ladder Inspections
- Lockout Tagout Program Improvements
- SafeSchools Online Training
- H&S Activities to the Referendum Changes

# Next Steps

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- Questions
- Formally Adopt LTFM Budget

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	296827	05/13/2020	WEST CHESS	V	-7,654.00
01	297733	05/13/2020	CENTURYLINK	V	-1.00
01	297733	05/13/2020	CENTURYLINK	R	1.00
01	297734	05/13/2020	CENTURYLINK	R	1.00
01	297735	05/14/2020	ANDROS, KIMBERLY	R	255.27
01	297736	05/14/2020	BATTERIES PLUS BULBS	R	9.95
01	297737	05/14/2020	BERRY COFFEE COMPANY INC.	R	210.00
01	297738	05/14/2020	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	1,222.50
01	297739	05/14/2020	BLUETARP FINANCIAL	R	26.93
01	297740	05/14/2020	BSN SPORTS, LLC	R	20,267.11
01	297741	05/14/2020	CASEBOLT ERIN	R	162.80
01	297742	05/14/2020	CENTURYLINK	R	110.11
01	297743	05/14/2020	CINTAS CORPORATION NO 2	R	109.34
01	297744	05/14/2020	CONTINENTAL RESEARCH CORP	R	247.61
01	297745	05/14/2020	CURTIS NEAL BARKER	R	79.00
01	297746	05/14/2020	DANIEL GRECO	R	2,344.00
01	297747	05/14/2020	DICKS LAKEVILLE SANITATION INC	R	6,554.97
01	297748	05/14/2020	EDUCATORS BENEFIT CONSULTANTS LLC	R	426.99
01	297749	05/14/2020	C.C. IMEX	R	2,882.00
01	297750	05/14/2020	EQUITY ALLIANCE MN	R	3,509.75
01	297751	05/14/2020	FARRELL MICHAEL	R	20.00
01	297752	05/14/2020	HARMES KRISTIN	R	285.43
01	297753	05/14/2020	HOGLUND BUS CO INC	R	1,594.94
01	297754	05/14/2020	HOPKINS SCHOOL DISTRICT	R	577.85
01	297755	05/14/2020	IIX INSURANCE INFORMATION EXCHANGE	R	85.60
01	297756	05/14/2020	INGRAM LIBRARY SERVICES	R	1,256.62
01	297757	05/14/2020	INTERSTATE ALL BATTERY CENTER	R	17.95
01	297758	05/14/2020	JAN NORD	R	54.00
01	297759	05/14/2020	JUNK MASTERS LLC	R	473.00
01	297760	05/14/2020	KRAFFT TERESA	R	76.95
01	297761	05/14/2020	LUPIENT CHEVROLET	R	21.24
01	297762	05/14/2020	METRO ECSU	R	745.00
01	297763	05/14/2020	METROPOLITAN MECHANICAL CONTRACTORS	R	8,657.22
01	297764	05/14/2020	MINNESOTA MEMORY, INC.	R	1,044.65
01	297765	05/14/2020	MTI DISTRIBUTING CO	R	300.00
01	297766	05/14/2020	MULTILINGUAL WORD INC	R	490.00
01	297767	05/14/2020	NAVIANCE	R	1,625.00
01	297768	05/14/2020	NEW LOOK CONTRACTING, INC	R	6,800.00
01	297769	05/14/2020	PLAINVIEW MILK PRODUCTS COOPERATIVE	R	6,531.34
01	297770	05/14/2020	RELIABLE DRUG & ALCOHOL INC.	R	385.00
01	297771	05/14/2020	SASINA SAMRETH	R	320.00
01	297772	05/14/2020	SHERWIN WILLIAMS CO	R	79.77
01	297773	05/14/2020	SPORTDECALS, INC.	R	294.30
01	297774	05/14/2020	STRAWBERRY JENNIFER	R	85.09
01	297775	05/14/2020	SUPREME SCHOOL SUPPLY	R	103.03
01	297776	05/14/2020	TAMI BLOCK	R	44.00
01	297777	05/14/2020	THOMPSON LOGAN	R	35.00
01	297778	05/14/2020	TRIO SUPPLY COMPANY	R	305.83
01	297779	05/14/2020	TRISTATE BOBCAT INC	R	31.46
01	297780	05/14/2020	TWIN CITY FILTER SERVICE INC	R	796.13
01	297781	05/14/2020	TWIN CITY HARDWARE	R	461.90
01	297782	05/14/2020	UNITED HEALTHCARE	R	159.60

01	297783	05/14/2020	UNITED HEALTHCARE INSURANCE CO	R	479.54
01	297784	05/14/2020	UPPER LAKES FOODS	R	8,630.81
01	297785	05/14/2020	VERIZON WIRELESS	R	555.26
01	297786	05/14/2020	WEST CHESS	R	7,654.00
01	297787	05/14/2020	WILLIAM V MACGILL & CO	R	278.53
01	297788	05/14/2020	WORLD FUEL SERVICES, INC.	R	490.94
01	297789	05/14/2020	XCEL ENERGY	R	10,124.07
01	V610030	05/15/2020	PATTI L BRUNNER	R	20.82
01	V610031	05/15/2020	CALLEN M MCINNES	R	14.09
01	V610032	05/15/2020	CHRISTINE M MUSCO	R	112.48
01	V610033	05/15/2020	AMY M PONCE	R	109.65
01	V610034	05/15/2020	LEADRIANE L ROBY	R	65.65
01	V610035	05/15/2020	JON P TREND	R	312.80
01	V610036	05/15/2020	VICTORIA M WAGNER	R	415.49
01	V610037	05/15/2020	MELISSA J WILLIAMS	R	6.88
01	297790	05/19/2020	IRENE MORATO MARQUES	R	800.00
01	297791	05/19/2020	KATHARINA THERESE ENTFELLNER	R	800.00
01	297792	05/21/2020	ACADEMY OF HOLY ANGELS	R	6,200.00
01	297793	05/21/2020	AGL CONSULTING	R	2,880.00
01	297794	05/21/2020	AMPLIFY EDUCATION, INC.	R	6,572.30
01	297795	05/21/2020	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	8,288.00
01	297796	05/21/2020	BLUETARP FINANCIAL	R	318.92
01	297797	05/21/2020	BULK BOOK STORE	R	527.00
01	297798	05/21/2020	CARQUEST AUTO PARTS	R	142.38
01	297799	05/21/2020	CINTAS CORPORATION NO 2	R	91.70
01	297800	05/21/2020	CITY OF RICHFIELD	R	12,326.79
01	297801	05/21/2020	COMCAST BUSINESS	R	529.74
01	297802	05/21/2020	DIGITAL INSURANCE LLC	R	3,468.00
01	297803	05/21/2020	ECM PUBLISHERS INC	R	83.30
01	297804	05/21/2020	FATH CUTTER, NOELLA	R	6,060.00
01	297805	05/21/2020	FRONTLINE TECHNOLOGIES GROUP LLC	R	5,361.85
01	297806	05/21/2020	GROUP MEDICAREBLUE RX	R	6,510.00
01	297807	05/21/2020	HERFF JONES INC	R	6,470.00
01	297808	05/21/2020	HONDA FINANCIAL SERVICES	R	256.00
01	297809	05/21/2020	IDEAL ENERGIES LLC	R	1,984.18
01	297810	05/21/2020	INTERMEDIATE DISTRICT 287	R	110,302.52
01	297811	05/21/2020	KINECT ENERGY INC	R	27,334.45
01	297812	05/21/2020	LOFFLER	R	1,225.09
01	297813	05/21/2020	MINNESOTA DEPARTMENT OF HEALTH	R	180.00
01	297814	05/21/2020	MINNESOTA POLLUTION	R	276.49
01	297815	05/21/2020	MINNESOTA UI FUND	R	2,374.69
01	297816	05/21/2020	OCCUPATIONAL MEDICINE CONSULTANTS	R	75.00
01	297817	05/21/2020	RICHFIELD FUN CLUB	R	17,175.00
01	297818	05/21/2020	SCHMITT MUSIC CREDIT	R	70.00
01	297819	05/21/2020	TIMM RONALD M	R	126.00
01	297820	05/21/2020	WEIDNER PLUMBING & HEATING CO	R	1,179.00
01	V610038	05/21/2020	GRACE E SACHER	R	504.57
01	297821	05/22/2020	ALL FURNITURE INC	R	10,411.25
01	297822	05/22/2020	ALL STATE COMMUNICATIONS INC	R	36,248.00
01	297823	05/22/2020	BRAUN INTERTEC CORP	R	7,267.50
01	297824	05/22/2020	CORVAL CONSTRUCTION	R	167,967.13
01	297825	05/22/2020	EBERT CONSTRUCTION	R	337,586.12
01	297826	05/22/2020	ICS CONSULTING, INC.	R	76,745.42

01	297827	05/22/2020	INNOVATIVE OFFICE SOLUTIONS LLC	R	500.00
01	297828	05/22/2020	JUNK MASTERS LLC	R	912.00
01	297829	05/22/2020	LOFFLER COMPANIES	R	250.00
01	297830	05/22/2020	LS BLACK CONSTRUCTORS, INC.	R	279,085.96
01	297831	05/22/2020	MCCARTHY WELL COMPANY	R	27,225.00
01	297832	05/22/2020	SHAW-LUNDQUIST ASSOCIATES, INC.	R	880,261.26
01	297833	05/22/2020	TITAN ENVIROMENTAL, INC.	R	28,092.50
01	297834	05/22/2020	ULINE	R	1,087.99
01	297835	05/22/2020	WEIDNER PLUMBING & HEATING CO	R	696.00
01	297836	05/22/2020	WOLD ARCHITECTS AND ENGINEERS	R	75,716.93
01	297838	05/28/2020	AMAZON.COM SYNCB/AMAZON	R	5,462.55
01	297839	05/28/2020	AMY COUGHLIN	R	50.00
01	297840	05/28/2020	ANGELINA TORRES MARIN	R	50.00
01	297841	05/28/2020	ARAMARK	R	249.62
01	297842	05/28/2020	BEN FRANKLIN ELECTRIC INC	R	813.00
01	297843	05/28/2020	BITUMINOUS ROADWAYS, INC.	R	20,995.00
01	297844	05/28/2020	BRINK'S INCORPORATED	R	1,246.92
01	297845	05/28/2020	CANON USA	R	4,038.49
01	297846	05/28/2020	CAPITAL ONE COMMERCIAL	R	700.41
01	297847	05/28/2020	CAROLINA BIOLOGICAL	R	258.99
01	297848	05/28/2020	CATALYST BUYING GROUP LLC	R	1,989.99
01	297849	05/28/2020	CEDAR SMALL ENGINE	R	4.36
01	297850	05/28/2020	CEL PUBLIC RELATIONS, INC.	R	10,037.00
01	297851	05/28/2020	CINDY S LYBECK	R	50.00
01	297852	05/28/2020	CITY OF RICHFIELD	R	6,652.50
01	297853	05/28/2020	COMMERCIAL KITCHEN	R	1,079.14
01	297854	05/28/2020	CONTINENTAL RESEARCH CORP	R	1,173.16
01	297855	05/28/2020	CULLIGAN SOFT WATER	R	9.50
01	297856	05/28/2020	DARK KNIGHT SOLUTIONS, LLC	R	350.00
01	297857	05/28/2020	DAVID WILSON	R	115.00
01	297858	05/28/2020	DEAN KRAUS	R	50.00
01	297859	05/28/2020	DIANE HOWARD	R	50.00
01	297860	05/28/2020	DIGI INTERNATIONAL, INC.	R	330.00
01	297861	05/28/2020	DOUG HANSON	R	50.00
01	297862	05/28/2020	DUANE SOLLIE	R	50.00
01	297863	05/28/2020	EASYPERMIT POSTAGE	R	4,920.00
01	297864	05/28/2020	ECOLAB INC	R	504.52
01	297865	05/28/2020	EDUCATORS BENEFIT CONSULTANTS LLC	R	319.36
01	297866	05/28/2020	ETTEL & FRANZ ROOFING CO	R	2,242.00
01	297867	05/28/2020	FUENTES, IMER	R	120.30
01	297868	05/28/2020	FURTHER	R	5,440.50
01	297869	05/28/2020	WW GRAINGER INC	R	88.76
01	297870	05/28/2020	HAWKINS INC	R	2,288.00
01	297871	05/28/2020	HILLYARD	R	7,734.46
01	297872	05/28/2020	HR SIMPLIFIED INC.	R	596.00
01	297873	05/28/2020	ILSE GENIZ GARCIA	R	50.00
01	297874	05/28/2020	INSTITUTE FOR ENVIROMENTAL	R	796.54
01	297875	05/28/2020	INTEGRATED FIRE & SECURITY INC	R	250.00
01	297876	05/28/2020	JAQUELINE FARRELL	R	50.00
01	297877	05/28/2020	JOEL POYOTAS	R	50.00
01	297878	05/28/2020	JOY JUREWICZ	R	207.00
01	297879	05/28/2020	JUNK MASTERS LLC	R	1,093.00
01	297880	05/28/2020	KIMBERLY WILSON	R	106.00

01	297881	05/28/2020	LARSON ENGINEERING	R	5,760.00
01	297882	05/28/2020	LESSONPIX INC	R	233.38
01	297883	05/28/2020	LISA HINTERMEISTER	R	207.00
01	297884	05/28/2020	MADISON NATIONAL LIFE INS CO INC	R	14,414.63
01	297885	05/28/2020	MEDTOX LABORATORIES INC	R	208.53
01	297886	05/28/2020	PAN O GOLD BAKING CO	R	114.00
01	297887	05/28/2020	PAPCO, INC.	R	555.01
01	297888	05/28/2020	PARKER LINDSTROM	R	235.00
01	297889	05/28/2020	PREMIUM WATERS INC	R	26.00
01	297890	05/28/2020	PUMP & METER SERVICE	R	3,562.86
01	297891	05/28/2020	REALITYWORKS, INC.	R	5,579.25
01	297892	05/28/2020	REYES, LORIEJEAN	R	42.50
01	297893	05/28/2020	RYAN JEANNIE M	R	568.27
01	297894	05/28/2020	SCHOOL NURSE SUPPLY	R	470.51
01	297895	05/28/2020	SCHOOL SERVICE EMPLOYEES UNION	R	8,770.02
01	297896	05/28/2020	SCHUMACHER ELEVATOR COMPANY	R	393.75
01	297897	05/28/2020	SHERWIN WILLIAMS CO	R	142.86
01	297898	05/28/2020	PARK ADAM TRANSPORTATION	R	96,520.95
01	297899	05/28/2020	STEPHANIE HARTMAN	R	235.00
01	297900	05/28/2020	SUSAN PEARCE	R	120.00
01	297901	05/28/2020	TEACHER'S DISCOVERY	R	52.67
01	297902	05/28/2020	THE MINNESOTA CHEMICAL COMPANY	R	3,018.00
01	297903	05/28/2020	THE RETROFIT COMPANIES, INC.	R	7,753.00
01	297904	05/28/2020	TIERNEY BROTHERS INC	R	4,603.50
01	297905	05/28/2020	TOLL COMPANY	R	43.32
01	297906	05/28/2020	TRIO SUPPLY COMPANY	R	1,020.92
01	297907	05/28/2020	TRUGREEN LIMITED PARTNERSHIP	R	4,922.40
01	297908	05/28/2020	TWIN CITY FILTER SERVICE INC	R	855.59
01	297909	05/28/2020	TWIN CITY TRANSPORTATION	R	119,379.30
01	297910	05/28/2020	UNITED STATES TREASURER	R	430.00
01	297911	05/28/2020	UPPER LAKES FOODS	R	16,718.28
01	297912	05/28/2020	VELOCITY DRAIN SERVICES INC	R	1,050.00
01	297913	05/28/2020	VOSS ELECTRIC CO	R	374.40
01	297914	05/28/2020	VSP VISION SERVICE PLAN	R	1,681.30
01	297915	05/28/2020	W.L. HALL CO	R	14,825.00
01	297917	05/28/2020	XCEL ENERGY	R	40,722.19
01	297918	05/28/2020	AUGSBURG UNIVERSITY-ROCHESTER	R	650.00
01	V2000647	06/03/2020	P-CARD BAIRD LISA	R	6,470.49
01	V2000648	06/03/2020	P-CARD BRUNNER PATTI	R	19,343.46
01	V2000649	06/03/2020	P-CARD BURT EMILY	R	756.00
01	V2000650	06/03/2020	P-CARD CARUSO MATTHEW	R	2,550.87
01	V2000651	06/03/2020	P-CARD FLUCAS STEVEN	R	1,598.19
01	V2000652	06/03/2020	P-CARD GACEK SARAH	R	2.99
01	V2000653	06/03/2020	P-CARD KRETSINGER DAN	R	3,574.67
01	V2000654	06/03/2020	P-CARD LANZENDORFER TERRI	R	2,281.05
01	V2000655	06/03/2020	P-CARD LEWIS JENNIFER	R	374.00
01	V2000656	06/03/2020	P-CARD MACE CHRISTI JO	R	253.79
01	V2000657	06/03/2020	P-CARD MANNING MICHAEL	R	266.00
01	V2000658	06/03/2020	P-CARD MARYN ANGELA	R	14,275.00
01	V2000659	06/03/2020	P-CARD MCGINN DAN	R	128.74
01	V2000660	06/03/2020	P-CARD MCNAUGHTON COMMERS CAROLE	R	99.00
01	V2000661	06/03/2020	P-CARD POMERLEAU DORIS	R	1,792.91
01	V2000662	06/03/2020	P-CARD SHAHSAVAND MARTA	R	1,400.85

01	V2000663	06/03/2020	P-CARD STACHEL NANCY	R	87.10
01	V2000664	06/03/2020	P-CARD VALLEY JENNIFER	R	434.26
01	V2000665	06/03/2020	P-CARD WINTER AMY	R	2,561.59
01	V2000666	06/03/2020	P-CARD ZEHNPFENNIG ELIZABETH	R	125.00
01	297919	06/04/2020	AFTON APPLE	R	203.25
01	297920	06/04/2020	BLUETARP FINANCIAL	R	49.99
01	297921	06/04/2020	BOYD LINDA M	R	350.00
01	297922	06/04/2020	CAPTIVATE MEDIA & CONSULTING	R	2,340.00
01	297923	06/04/2020	CARQUEST AUTO PARTS	R	216.92
01	297924	06/04/2020	CINTAS CORPORATION NO 2	R	201.04
01	297925	06/04/2020	CITY OF RICHFIELD	R	1,094.01
01	297926	06/04/2020	COMCAST	R	265.04
01	297927	06/04/2020	COMCAST BUSINESS	R	244.74
01	297928	06/04/2020	CRISIS PREVENTION INSTITUTE INC	R	600.00
01	297929	06/04/2020	DELEGARD TOOL COMPANY	R	184.67
01	297930	06/04/2020	ECM PUBLISHERS INC	R	95.20
01	297931	06/04/2020	WW GRAINGER INC	R	155.95
01	297932	06/04/2020	HOBART SERVICE	R	270.00
01	297933	06/04/2020	HOGLUND BUS CO INC	R	313.93
01	297934	06/04/2020	KINECT ENERGY INC	R	505.00
01	297935	06/04/2020	MACKIN BOOK COMPANY	R	1,255.00
01	297936	06/04/2020	MINVALCO INC	R	939.67
01	297937	06/04/2020	NCS PEARSON INC	R	368.88
01	297938	06/04/2020	OCCUPATIONAL MEDICINE CONSULTANTS	R	150.00
01	297939	06/04/2020	PAN O GOLD BAKING CO	R	333.10
01	297940	06/04/2020	INNOCENT TECHNOLOGIES LLC	R	26,250.00
01	297941	06/04/2020	RICHFIELD FUN CLUB	R	5,925.00
01	297942	06/04/2020	SHAW-LUNDQUIST ASSOCIATES, INC.	R	509,804.20
01	297943	06/04/2020	ST PAUL LINOLEUM & CARPET	R	35,000.00
01	297944	06/04/2020	TAFFE SARAH ANN	R	8,044.93
01	297945	06/04/2020	TRIO SUPPLY COMPANY	R	127.28
01	297946	06/04/2020	UPPER LAKES FOODS	R	10,229.33
01	V610039	06/04/2020	DAVID M BOIE	R	70.00
01	V610040	06/04/2020	PATRICK L BURRAGE	R	70.00
01	V610041	06/04/2020	KATHERINE E CABIESES	R	40.00
01	V610042	06/04/2020	MIRIAM A CASTRO SANJUAN	R	40.00
01	V610043	06/04/2020	PHIL N CEDER	R	40.00
01	V610044	06/04/2020	MARY L CLARKSON	R	70.00
01	V610045	06/04/2020	TIA B CLASEN	R	70.00
01	V610046	06/04/2020	JOHNNY R COOK	R	70.00
01	V610047	06/04/2020	LATANYA R DANIELS	R	70.00
01	V610048	06/04/2020	GEORGE A DENNIS	R	35.00
01	V610049	06/04/2020	RYAN D FINKE	R	70.00
01	V610050	06/04/2020	PETER J FITZPATRICK	R	40.00
01	V610051	06/04/2020	STEVEN T FLUCAS	R	70.00
01	V610052	06/04/2020	MICHAEL L FRANKENBERG	R	70.00
01	V610053	06/04/2020	JAMES A GILLIGAN	R	70.00
01	V610054	06/04/2020	CHRISTINA M GONZALEZ	R	70.00
01	V610055	06/04/2020	KYLE L GUSTAFSON	R	40.00
01	V610056	06/04/2020	KEVIN D HARRIS	R	40.00
01	V610057	06/04/2020	JAMES L HILL	R	40.00
01	V610058	06/04/2020	CARLONDREA D HINES	R	70.00
01	V610059	06/04/2020	JESSICA M HOFFMAN	R	40.00



01	V610060	06/04/2020	CRAIG D HOLJE	R	70.00
01	V610061	06/04/2020	CORY J KLINGE	R	70.00
01	V610062	06/04/2020	DANIEL E KRETSINGER	R	70.00
01	V610063	06/04/2020	ANOOP KUMAR	R	40.00
01	V610064	06/04/2020	COLLEEN M MAHONEY	R	70.00
01	V610065	06/04/2020	MICHAEL A MANNING	R	70.00
01	V610066	06/04/2020	DANIEL P MCGINN	R	40.00
01	V610067	06/04/2020	DOUG R MCMEEKIN	R	70.00
01	V610068	06/04/2020	CAROLE R MCNAUGHTON-COMMERS	R	70.00
01	V610069	06/04/2020	MARY PAT MESLER	R	70.00
01	V610070	06/04/2020	KENT D MEYER	R	70.00
01	V610071	06/04/2020	ERIN H NEILON	R	40.00
01	V610072	06/04/2020	ROBERT G OLSON	R	40.00
01	V610073	06/04/2020	DENNIS E PETERSON	R	35.00
01	V610074	06/04/2020	RENEE C REED-KARSTENS	R	40.00
01	V610075	06/04/2020	KEITH D RIEF	R	40.00
01	V610076	06/04/2020	LEADRIANE L ROBY	R	70.00
01	V610077	06/04/2020	TERESA L ROSEN	R	70.00
01	V610078	06/04/2020	MAUREEN E RUHLAND	R	40.00
01	V610079	06/04/2020	MARTA I SHAHSAVAND	R	70.00
01	V610080	06/04/2020	NANCY J STACHEL	R	70.00
01	V610081	06/04/2020	PATRICK M SURE	R	40.00
01	V610082	06/04/2020	VLADIMIR S TOLEDO	R	40.00
01	V610083	06/04/2020	IAN D TOLENTINO	R	40.00
01	V610084	06/04/2020	STEVEN P UNOWSKY	R	270.00
01	V610085	06/04/2020	STEPHEN C URBANSKI	R	40.00
01	V610086	06/04/2020	CARRIE A VALA	R	70.00
01	V610087	06/04/2020	JENNIFER K VALLEY	R	70.00
01	V610088	06/04/2020	RYAN WAGNER	R	40.00
01	V610089	06/04/2020	REBECCA S WALD	R	40.00
01	V610090	06/04/2020	SHELLEY S WESSMAN	R	69.99
01	V610091	06/04/2020	KASYA L WILLHITE	R	70.00
01	V610092	06/04/2020	AMY J WINTER AHSENMACHER	R	70.00
01	297734	06/10/2020	CENTURYLINK	V	-1.00

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<b>TOTAL Check, E-Pays, P-Cards</b>	<b>3,360,483.81</b>
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## CHECKS & E-PAY RUNS FOR 06/15/2020 BOARD REPORTS

BANK 05	DATE	AMOUNT
P-CARDS MAY	6/3/2020	58,375.96
Paid on 6/3/2020		
E-PAY	5/15/2020	1,057.86
	5/21/2020	504.57
	6/4/2020	3,279.99
CHECKS	5/13/2020	(7,654.00)
	5/14/2020	100,389.38
	5/19/2020	1,600.00
	5/21/2020	228,388.40
	5/28/2020	438,971.46
	6/4/2020	605,517.13
Construction Checks	5/22/2020	1,930,053.06

CHECK REGISTER BANK 05 TOTAL =	3,360,483.81
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BREAKDOWN	
01-206-00	572,730.48
02-206-00	51,238.02
03-206-00	223,847.37
04-206-00	57,979.14
06-206-00	2,449,617.19
07-206-00	-
08-206-00	-
20-206-00	3,550.89
21-206-00	1,520.72
47-206-00	
50-206-00	
BANK TOTAL =	
	3,360,483.81

## 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, June 15, 2020**  
**7:00 p.m. School Board Meeting**

### CALL TO ORDER

The regular meeting of the Board of Education of ISD 280, Hennepin County, Richfield, Minnesota was held on Monday, June 15, 2020, via virtual meeting due to the current federal and state emergency declarations and guidance about limiting person-to-person contact due to the COVID-19 (coronavirus) pandemic. Chair Crystal Brakke called the Regular Board Meeting to order at 7:00 p.m. with the following school board members in attendance: Cole, Maleck, Pollis, Smisek and Toensing.

Administrators present were Superintendent Unowsky, Asst. Superintendent Daniels, Chief HR & Admin Officer Holje, Executive Director Clarkson, and Director Gonzales.

### REVIEW AND APPROVAL OF THE AGENDA

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

### INFORMATION AND PROPOSALS -- NON-ACTION ITEMS

- A. Public Comment
- B. Superintendent Update
  - 1. Strategic Planning Update
  - 2. School Climate and Culture Survey
- C. Commendations

### CONSENT AGENDA

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

- A. Routine Matters
  - 1. Minutes of the regular meeting held May 18, 2020
  - 2. General Disbursements as of June 10, 2020 for \$3,360,483.81
- B. Personnel Items
  - Certified Full Time Positions for Employment – 1<sup>st</sup> Year Probation
  - Madeline Kaiser – German Teacher – Richfield High School
  - Andre Benedict – Special Education – Richfield Middle School
  
  - Certified Full Time Position for Employment – 3<sup>rd</sup> Year Probation
  - Luz Arias-Ortiz – World Language – Richfield Middle School

Megan Bluma – Art Teacher – Richfield Middle School  
Laura McClendon – Science Teacher – Richfield Middle School

Certified Full Time Position for Employment – Temporary

Nick Ross – Language Arts – Richfield High School  
Morgan Steele – French – Richfield High School  
Kayla Vo – Language Arts – Richfield High School

Certified Full Time Request for Leave of Absence

Allison Rehm– Speech Language Pathologist – District Wide  
Courtney Smith – Preschool Teacher – CEC  
Shelby Bastian – Special Education – Sheridan Hills

Certified Full Time Retirement

Janet Patience – School Nurse – Academy of Holy Angels

Certified Full Time Resignations

David Boie – Activities Director – Senior High  
Kelci Peterson – Physical Education – Sheridan Hills and Centennial Elementary  
Nick Peterson – Special Education – SEC

Classified Full Time Leave of Absence – Outreach- Community and Family

Sarah Jespersen – American Indian Ed Coordinator – District Wide

Classified Full Time Retirement – Paraprofessional

Catherine Theisen – 40 hr/wk Instructional Para/ Clerical – Richfield High School

Classified Part Time Resignations – Paraprofessional

Jason Boie – 35 hr/wk Instructional Para – Centennial Elementary  
Jake Oakley – 35 hr/wk Special Education Para – Centennial Elementary

OLD BUSINESS

- A. Policy 502 and Guideline 502.1 Resident and Nonresident Student Enrollment and New Student Registration  
Motion by Maleck, seconded by Toensing, and unanimously carried, the Board of Education approved the Policy and Guideline.
- B. Policy 612 and Guideline 612.1 Curriculum Development  
Policy 612 and 612.1 will be brought back to the next meeting for a final review.
- C. Policy 112 and Guidelines 112.1 and 112.2 Wellness Policy and Guidelines  
Policy 112, 112.1 and 112.2 will be brought back to the next meeting for a final review.

- D. Policy 610 and Guideline 610.1 Selection and Reevaluation of Instructional Resources  
Policy 610 and 610.1 will be brought back to the next meeting for further review.

#### NEW BUSINESS

- A. Joint Powers Agreement for the Metro South Adult Basic Education Consortium  
Motion by Pollis, seconded by Smisek, and unanimously carried, the Board of Education approved the agreement.
- B. 2020-2021 Budget Approval  
Motion by Maleck, seconded by Cole, and unanimously carried, the Board of Education approved the budget.
- C. Intermediate District 287 Long Term Facilities Maintenance Plan  
Motion by Pollis, seconded by Maleck, and unanimously carried, the Board of Education approved the facilities maintenance plan.
- D. Co-op Agreement for Swim and Dive with Holy Angels  
Motion by Toensing, seconded by Pollis, and unanimously carried, the Board of Education approved the agreement.
- E. Centennial Elementary - Change Orders #004 and #005  
Motion by Pollis, seconded by Maleck, and unanimously carried, the Board of Education approved the change orders.
- F. Sheridan Hills Elementary - Change Order #002  
Motion by Maleck, seconded by Cole, and unanimously carried, the Board of Education approved the change order.
- G. Richfield STEM School - Change Orders #021 and #022  
Motion by Maleck, seconded by Toensing, and unanimously carried, the Board of Education approved the change orders.
- H. Richfield Middle School - Change Order #002  
Motion by Maleck, seconded by Smisek, and unanimously carried, the Board of Education approved the change order.
- I. Richfield Senior High - Change Orders #023 and #024  
Motion by Cole, seconded by Maleck, and unanimously carried, the Board of Education approved the change orders.

#### ADVANCE PLANNING

- A. Legislative Update
- B. Information and Questions from Board
- C. Future Meeting Dates
- |         |           |  |
|---------|-----------|--|
| 6-29-20 | 7:00 p.m. | Regular Board Meeting - Public Comment |
| 7-13-20 | 7:00 p.m. | Regular Board Meeting - Public Comment |
- D. Suggested/Future Agenda Items

#### VIII. ADJOURN REGULAR MEETING

Chair Brakke officially adjourned the meeting at 9:18 p.m.

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	297947	06/11/2020	ARAMARK	R	122.90
01	297948	06/11/2020	ARVIG ENTERPRISES INC	R	1,357.90
01	297949	06/11/2020	BEHNKE, BRET A	R	147.75
01	297950	06/11/2020	BEN FRANKLIN ELECTRIC INC	R	2,002.00
01	297951	06/11/2020	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	1,222.50
01	297952	06/11/2020	BLUETARP FINANCIAL	R	569.76
01	297953	06/11/2020	BRAMBILLA'S LEASE SYSTEMS, INC	R	2,161.00
01	297954	06/11/2020	BROWN STEARNS, LISA L	R	52.55
01	297955	06/11/2020	BRYAN ROCK PRODUCTS	R	758.36
01	297956	06/11/2020	BSI MECHANICAL, INC.	R	1,148.25
01	297957	06/11/2020	BSN SPORTS, LLC	R	6,283.00
01	297958	06/11/2020	CAPTIVATE MEDIA & CONSULTING	R	1,240.00
01	297959	06/11/2020	CATALYST BUYING GROUP LLC	R	1,839.99
01	297960	06/11/2020	CEDAR SMALL ENGINE	R	61.82
01	297961	06/11/2020	CENTURYLINK	R	39.11
01	297962	06/11/2020	CINTAS CORPORATION NO 2	R	201.04
01	297963	06/11/2020	COMCAST BUSINESS	R	529.74
01	297964	06/11/2020	CONTINENTAL RESEARCH CORP	R	803.32
01	297965	06/11/2020	COUGHLIN, JOHN R	R	6.40
01	297966	06/11/2020	CULLIGAN SOFT WATER	R	9.50
01	297967	06/11/2020	DAGGETT, ROBERT J	R	18.00
01	297968	06/11/2020	DESIGNTEX	R	2,649.93
01	297969	06/11/2020	DHUMAN, ASHTON	R	38.00
01	297970	06/11/2020	ECM PUBLISHERS INC	R	95.20
01	297971	06/11/2020	ECOLAB INC	R	739.03
01	297972	06/11/2020	EDUCATORS BENEFIT CONSULTANTS LLC	R	426.99
01	297973	06/11/2020	ENERSON, MARTHA	R	41.65
01	297974	06/11/2020	FASTENAL INDUSTRIAL	R	143.17
01	297975	06/11/2020	FLORES VAZQUEZ, ADOLFO	R	19.05
01	297976	06/11/2020	FLOYD LOCK AND SAFE	R	36.00
01	297977	06/11/2020	WW GRAINGER INC	R	387.62
01	297978	06/11/2020	HERFF JONES INC	R	1,473.17
01	297979	06/11/2020	HILLYARD	R	152.68
01	297980	06/11/2020	HOGLUND BUS CO INC	R	180.00
01	297981	06/11/2020	HONDA FINANCIAL SERVICES	R	256.00
01	297982	06/11/2020	HOPE CHURCH	R	13,988.75
01	297983	06/11/2020	HOWARD, DIANE	R	13.20
01	297984	06/11/2020	HUGHES, DEAN J	R	14.60
01	297985	06/11/2020	HUYNH, ANDY N	R	14.25
01	297986	06/11/2020	INTEREUM, INC	R	594.00
01	297987	06/11/2020	KRAUS, DEAN W	R	47.90
01	297988	06/11/2020	MCDOWALL COMPANY	R	5,836.10
01	297989	06/11/2020	METRO TRANSIT	R	189.00
01	297990	06/11/2020	NAVIANCE	R	1,261.53
01	297991	06/11/2020	NEVELLE DENNIS	R	91.00
01	297992	06/11/2020	NEW DOMINION SCHOOL	R	4,210.73
01	297993	06/11/2020	NOKOMIS SHOE SHOP	R	250.00
01	297994	06/11/2020	OGRADY, PETER J	R	30.40
01	297995	06/11/2020	PAGUYO, TRACY J	R	7.35

01	297996	06/11/2020	PAN O GOLD BAKING CO	R	163.70
01	297997	06/11/2020	PEARCE, JOHN B	R	101.65
01	297998	06/11/2020	PLAINVIEW MILK PRODUCTS COOPERATIVE	R	7,230.05
01	297999	06/11/2020	PREMIUM WATERS INC	R	26.00
01	298000	06/11/2020	SANCHEZ ORTIZ, MARIA	R	19.25
01	298001	06/11/2020	SITEONE LANDSCAPE SUPPLY LLC	R	624.43
01	298002	06/11/2020	SJF MATERIAL HANDLING INC.	R	2,088.72
01	298003	06/11/2020	STOLT, ELIZABETH G	R	58.15
01	298004	06/11/2020	SUMMIT COMPANIES	R	968.00
01	298005	06/11/2020	TRIO SUPPLY COMPANY	R	826.23
01	298006	06/11/2020	TWIN CITY HARDWARE	R	4,055.54
01	298007	06/11/2020	UNITED HEALTHCARE	R	159.60
01	298008	06/11/2020	UNITED HEALTHCARE INSURANCE CO	R	479.54
01	298009	06/11/2020	UPPER LAKES FOODS	R	8,114.00
01	298010	06/11/2020	VENUS FRANKLIN	R	94.00
01	298011	06/11/2020	VERIZON WIRELESS	R	555.26
01	298012	06/11/2020	VISU-SEWER, INC.	R	3,942.50
01	298013	06/11/2020	WESTERN PSYCHOLOGICAL SERVICES	R	68.20
01	298014	06/11/2020	WORLD FUEL SERVICES, INC.	R	659.18
01	298015	06/11/2020	XCEL ENERGY	R	7,864.76
01	298016	06/18/2020	BRINK'S INCORPORATED	R	1,274.57
01	298017	06/18/2020	CARIN FOLK	R	47.00
01	298018	06/18/2020	CDW GOVERNMENT INC	R	5,579.85
01	298019	06/18/2020	CENTURYLINK	R	71.00
01	298020	06/18/2020	CITY OF RICHFIELD	R	8,566.51
01	298021	06/18/2020	CONTEMPORARY TRANSPORTATION LLC	R	5,700.00
01	298022	06/18/2020	CUB FOODS	R	542.51
01	298023	06/18/2020	DARK KNIGHT SOLUTIONS, LLC	R	425.00
01	298024	06/18/2020	DICKS LAKEVILLE SANITATION INC	R	8,955.99
01	298025	06/18/2020	ECM PUBLISHERS INC	R	495.00
01	298026	06/18/2020	FIREFLY COMPUTERS, LLC	R	1,323.00
01	298027	06/18/2020	FURTHER	R	5,674.50
01	298028	06/18/2020	HOGAN ASSESSMENT SYSTEMS INC	R	3,300.00
01	298029	06/18/2020	INTERMEDIATE DISTRICT 287	R	110,439.02
01	298030	06/18/2020	JUSTINO JIMENEZ CORTES	R	47.00
01	298031	06/18/2020	LOFFLER	R	1,225.09
01	298032	06/18/2020	METROPOLITAN MECHANICAL CONTRACTORS	R	2,568.53
01	298033	06/18/2020	MULTILINGUAL WORD INC	R	2,626.50
01	298034	06/18/2020	NORMA NELSON	R	59.00
01	298035	06/18/2020	PITNEY BOWES GLOBAL FINANCIAL SVC	R	1,104.42
01	298036	06/18/2020	RICHFIELD FUN CLUB	R	2,970.00
01	298037	06/18/2020	RICHFIELD READY	R	150.00
01	298038	06/18/2020	RICHFIELD ROTARTY	R	70.00
01	298039	06/18/2020	SCHMITT MUSIC CREDIT	R	9.00
01	298040	06/18/2020	SHRED IT USA	R	1,064.86
01	298041	06/18/2020	PARK ADAM TRANSPORTATION	R	119,165.80
01	298042	06/18/2020	TIERNEY BROTHERS INC	R	222,890.00
01	298043	06/18/2020	TWIN CITY TRANSPORTATION	R	122,864.66
01	298044	06/18/2020	XCEL ENERGY	R	42.42
01	298045	06/18/2020	YOUTH FRONTIERS INC	R	1,920.00

01	V610093	06/18/2020	VERONICA BACH-DOWD	R	200.00
01	V610094	06/18/2020	MELISSA E FINDLAY-LAMPKIN	R	506.54
01	V610095	06/18/2020	CORY J KLINGE	R	242.65
01	V610096	06/18/2020	BRIDGET M LIPS	R	1,601.96
01	V610097	06/18/2020	STEPHANIE A POPP	R	228.85
01	V610098	06/18/2020	MARTA E WEIRICH	R	156.62
01	V610099	06/18/2020	AUBREE M YUNKER	R	152.71
01	298046	06/22/2020	ABAKPORO, EKWUTOSI	R	260.00
01	298047	06/22/2020	ABDULLAHI M ALI	R	260.00
01	298048	06/22/2020	ALYSSA KUEHN	R	204.00
01	298049	06/22/2020	ANDERSON, CATHERINE	R	145.00
01	298050	06/22/2020	ANDREA OLSON	R	165.00
01	298051	06/22/2020	AYDE VASQUEZ	R	145.00
01	298052	06/22/2020	BARBARA HENRY-MEYER	R	165.00
01	298053	06/22/2020	BARBARA PULKRABEK	R	232.00
01	298054	06/22/2020	BARTLETT, CHRIS	R	145.00
01	298055	06/22/2020	BENSON, NANCY	R	204.00
01	298056	06/22/2020	BERG, LOREAN	R	520.00
01	298057	06/22/2020	BEUNA WITHERS	R	75.00
01	298058	06/22/2020	BONIFACIO MORALES	R	232.00
01	298059	06/22/2020	BRENDA APODACA	R	100.00
01	298060	06/22/2020	BRIDGIT NISTLER	R	260.00
01	298061	06/22/2020	BROWN, ELIZABETH	R	50.00
01	298062	06/22/2020	BROWN, LAMAR	R	145.00
01	298063	06/22/2020	BROWN, MATTHEW	R	27.00
01	298064	06/22/2020	BROWN, REBECCA	R	55.00
01	298065	06/22/2020	BURY, TIMOTHY	R	145.00
01	298066	06/22/2020	BUSSO, DOMINIC	R	165.00
01	298067	06/22/2020	CAREY, JOEL	R	89.00
01	298068	06/22/2020	CARIN FOLK	R	260.00
01	298069	06/22/2020	CASSELLIUS, SALLY	R	117.00
01	298070	06/22/2020	CELESTE WIEDERHOLT	R	145.00
01	298071	06/22/2020	CHRISTIAN, BRENDA	R	165.00
01	298072	06/22/2020	CHRISTIE BURKE	R	262.00
01	298073	06/22/2020	CHRISTINA THOMPSON	R	145.00
01	298074	06/22/2020	COOK, AMY	R	145.00
01	298075	06/22/2020	CRAWFORD, LISA	R	260.00
01	298076	06/22/2020	DAVIS, MARIE	R	260.00
01	298077	06/22/2020	DAYIB ADAM	R	260.00
01	298078	06/22/2020	DEVIKA MANIKARAN	R	260.00
01	298079	06/22/2020	DHINGOTSANG, SONAM	R	165.00
01	298080	06/22/2020	DINGLEY, LAIMA	R	260.00
01	298081	06/22/2020	DOUGLAS KLEIST	R	50.00
01	298082	06/22/2020	EGGEN, PAM	R	520.00
01	298083	06/22/2020	ELIZABETH DI GRAZIA	R	206.00
01	298084	06/22/2020	ERIN PETRIK	R	50.00
01	298085	06/22/2020	ESLIN RAGHUNATH	R	145.00
01	298086	06/22/2020	ESTHER ESTEVA VENEGAS	R	260.00
01	298087	06/22/2020	FADUMO ALI	R	260.00
01	298088	06/22/2020	FERGUSON, NONA	R	260.00



01	298089	06/22/2020	FLAKE, ANNE	R	95.00
01	298090	06/22/2020	FRYE, LESLIE	R	145.00
01	298091	06/22/2020	GESAADE, LIBAN	R	260.00
01	298092	06/22/2020	GORDEN VIZECKY	R	95.00
01	298093	06/22/2020	GREEN, DANIEL	R	145.00
01	298094	06/22/2020	HANSON, NANCY	R	145.00
01	298095	06/22/2020	HARDY, ANGELITA	R	50.00
01	298096	06/22/2020	HARDY, JEFFERY	R	95.00
01	298097	06/22/2020	HILLARY JEUTTER	R	260.00
01	298098	06/22/2020	HINTZ, NICOLE	R	232.00
01	298099	06/22/2020	HODEK, BETSY	R	260.00
01	298100	06/22/2020	HOPPE, ANNA	R	95.00
01	298101	06/22/2020	HOPPE, WILLIAM	R	50.00
01	298102	06/22/2020	HUMISTON DANIAL K	R	165.00
01	298103	06/22/2020	HUN, MELYNDA	R	260.00
01	298104	06/22/2020	ILSE GENIZ GARCIA	R	50.00
01	298105	06/22/2020	JACQUELINE SKOF	R	165.00
01	298106	06/22/2020	JASON TAYLOR	R	67.00
01	298107	06/22/2020	JASON WENAAS	R	50.00
01	298108	06/22/2020	JENNIFER PETERSEN	R	89.00
01	298109	06/22/2020	JIGME UGEN	R	95.00
01	298110	06/22/2020	JOANN DI GRAZIA	R	230.00
01	298111	06/22/2020	JOY JUREWICZ	R	117.00
01	298112	06/22/2020	KARI TAYLOR	R	165.00
01	298113	06/22/2020	KELLY BLOOMER	R	260.00
01	298114	06/22/2020	KENZOM KENZOM	R	145.00
01	298115	06/22/2020	KIMBERLY WILSON	R	131.00
01	298116	06/22/2020	LADAWN KLEVEN	R	260.00
01	298117	06/22/2020	LALINDA JAYAMANNE	R	145.00
01	298118	06/22/2020	LAURA APODACA MADRID	R	50.00
01	298119	06/22/2020	LAURIE PYLE	R	145.00
01	298120	06/22/2020	LETICIA TAPIA ACOSTA	R	260.00
01	298121	06/22/2020	LUCY ZUBAN	R	260.00
01	298122	06/22/2020	MARCELINA LEON LOPEZ	R	260.00
01	298123	06/22/2020	MARIA TINOCO	R	260.00
01	298124	06/22/2020	MARTHA FLORES	R	260.00
01	298125	06/22/2020	MARY CARDWELL	R	260.00
01	298126	06/22/2020	MICHELLE SAWYER CARROLL	R	145.00
01	298127	06/22/2020	MICHELLE WITHERS	R	185.00
01	298128	06/22/2020	MILES SARA	R	50.00
01	298129	06/22/2020	MOTLEY, TRACY	R	260.00
01	298130	06/22/2020	NAMGUAL DOLMA	R	145.00
01	298131	06/22/2020	NICOLE SLAUGHTER	R	145.00
01	298132	06/22/2020	OSCAR GALENO GARCIA	R	260.00
01	298133	06/22/2020	PEDRO OLEA HERRERA	R	260.00
01	298134	06/22/2020	PETRIK, MEGAN	R	50.00
01	298135	06/22/2020	PHONG LE	R	204.00
01	298136	06/22/2020	PHURBU DOLMA	R	260.00
01	298137	06/22/2020	RAFAEL ERNESTO HERNANDEZ SICILIANO	R	61.00
01	298138	06/22/2020	RIK WOLTERSTORFF	R	165.00

01	298139	06/22/2020	SHARON O'DONNELL	R	204.00
01	298140	06/22/2020	SHERRI MEDVEC	R	212.00
01	298141	06/22/2020	SHIRLEY TESKE	R	100.00
01	298142	06/22/2020	SHUKRI YUSUF	R	260.00
01	298143	06/22/2020	SIMON, PAMELA	R	260.00
01	298144	06/22/2020	SKOF BRYAN	R	95.00
01	298145	06/22/2020	STEPHANIE VIZECKY	R	165.00
01	298146	06/22/2020	STOFFEL THERESE	R	260.00
01	298147	06/22/2020	TENZIG TSEYANG	R	165.00
01	298148	06/22/2020	TENZIN TSEPAK	R	95.00
01	298149	06/22/2020	TERESA KEMMER	R	176.00
01	298150	06/22/2020	THOA VO	R	204.00
01	298151	06/22/2020	UYEN NGUYEN	R	75.00
01	298152	06/22/2020	VANESSA CORTEZ CRUZ	R	260.00

<b>TOTAL CHECK &amp; E-PAY REGISTER</b>					<b>745,161.51</b>
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## CHECKS & E-PAY RUNS FOR 06/29/2020 BOARD REPORTS

BANK 05	DATE	AMOUNT
E-PAY	6/18/2020	3,089.33
CHECKS	6/11/2020	91,860.95
	6/18/2020	631,171.23
	6/22/2020	19,040.00

CHECK REGISTER BANK 05 TOTAL =	745,161.51
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BREAKDOWN	
01-206-00	464,846.12
02-206-00	19,068.41
03-206-00	251,698.98
04-206-00	4,060.82
06-206-00	2,649.93
07-206-00	-
08-206-00	-
20-206-00	1,929.33
21-206-00	907.92
47-206-00	
50-206-00	

BANK TOTAL =	745,161.51
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## **Agenda Item IV.B**

**Board of Education**  
Independent School District 280  
Richfield, Minnesota

**Regular Meeting, June 29, 2020**

**Subject: PERSONNEL ITEMS**  
(Recommended by Superintendent)

That the Board of Education approve the following personnel items:

**Management Full Time Positions for Employment**

**Latanya Daniels** – Assistant Superintendent – District Wide  
**Alecia Mobley** – Director of Special Education – District Wide  
**Lisa Negus** – Director of Human Resources – District Wide

**Certified Full Time Positions for Employment – 1<sup>st</sup> Year Probation**

**Kiersten Bostic** – Special Education – Centennial/RDLS  
**Hannah Wegleitner** – Special Education – STEM  
**Cassandra Okell** – Special Education – Sheridan Hills  
**Amy Frank** – Language Arts – RMS  
**Jacqueline Caldwell** – Special Education – RMS  
**Michelle Davis** – Social Worker – RMS

**Certified Full Time Position for Employment – 3<sup>rd</sup> Year Probation**

**Katelyn Weil** – Math – Richfield Middle School  
**Nicole Keen** – School Social Worker – Richfield Middle School  
**Corey Needleman** – Band Teacher – Richfield Middle School  
**Cristine Gibson** – Special Education Teacher – Richfield High School

**Certified Full Time Position for Employment – Temporary**

**Chelsea Johnson** – Elementary Teacher – RSTEM  
**Christine Porter** – Band – Richfield High School  
**Taylor Jensen** – Elementary Teacher – STEM  
**Kaitlin Senn** – School Psychologist - RHS

**Certified Full Time Extended Probation**

**Colleen Mahoney**– Elementary Principal – Centennial

**Certified Full Time Resignations**

**Sarah Miziorko** – Math Teacher – RDLS  
**Courtney Smith** – Preschool Teacher – Central Education Center

**Classified Management Full Time Positions for Employment**

**Cassandra Quam** – Assistant to the Superintendent – District Office

**Classified Part Time Retirement – Facilities and Transportation**

**Daniel Forcier** – Bus Driver – District Wide

**OLD BUSINESS – FOR ACTION**

**Agenda Item V.A.**

**Board of Education**  
Independent School District 280  
Richfield, Minnesota

**Regular Meeting, June 29, 2020**

**Subject: Policy 612 Curriculum Development  
Administrative Guideline 612.1**

(Recommended by the Superintendent)

Passage upon final read of Policy 612 and Administrative Guideline/Appendix 612.1.

**Attachments**

Policy 612 Curriculum Development – Final Read

Policy 612 Appendix A – Curriculum Approval and Selection Process

**RICHFIELD PUBLIC SCHOOLS****CURRICULUM DEVELOPMENT****I. PURPOSE**

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum.

**II. GENERAL STATEMENT OF POLICY**

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district.

**III. RESPONSIBILITY**

- A. The superintendent shall be responsible for curriculum development, and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long range curriculum development program. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area. These timelines shall be congruent with state standards selection cycles. Curriculum and educational program improvement can be done through modification, new course or program offerings, updated alignment of content with state academic standards, vertical alignment of courses with regard to rigor and complexity, or program reduction and elimination.
- B. A district advisory committee shall provide assistance at the request of the superintendent. The advisory committee membership shall be a reflection of the community and, to the extent possible, shall reflect the diversity of the district and its school sites, and shall include parent, teacher, support staff, student, community residents, and administration representation, and shall provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents shall comprise at least two-thirds of advisory committee members.
- C. Within the ongoing process of curriculum development, the following needs shall be addressed:
  - 1. Provide for the articulation of curriculum and courses of study from pre-kindergarten through grade twelve.
  - 2. Identify minimum objectives for each course and at each elementary grade level. These objectives must be aligned to state standards for a particular content and grade level.

3. Provide for continuing evaluation of programs for the purpose of attaining school district objectives.
  4. Provide a program for ongoing monitoring of student progress.
  5. Provide for specific, particular, and special needs of all members of the student community.
  6. Develop and publicly post a local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English learners, and teachers providing comprehensive, scientifically based reading instruction consistent with law.
  7. Integrate required and elective course standards in the scope and sequence of the district curriculum.
  8. Meet all applicable requirements of the Minnesota Department of Education and federal law.
- D. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened utilizing an evidence-based universal screener. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened in a locally determined manner for continued reading difficulties, including the possibility of dyslexia. See Minn. Stat. § 120B.12, Subd. 2.
- E. All families shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of Minn. Stat. § 120A.20, Subd. 1(c), regardless of the student's current ability to meet or exceed Minnesota academic standards in high school as measured by the Minnesota Comprehensive Assessments (MCAs).
- F. The superintendent shall be responsible for keeping the school board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for school board review.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

**Legal References:** Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)  
Minn. Stat. § 120B.11 (School District Process)  
Minn. Stat. § 120B.12 (Reading Proficiently no Later than the End of Grade 3)



Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment)  
Minn. Rules Part 3500.0550 (Inclusive Educational Program)  
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)  
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)  
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)  
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

***Cross References:*** MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 604 (Instructional Curriculum)  
MSBA/MASA Model Policy 605 (Alternative Programs)  
MSBA/MASA Model Policy 613 (Graduation Requirements)  
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)  
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)  
MSBA/MASA Model Policy 616 (School District System Accountability)  
MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)  
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)  
MSBA/MASA Model Policy 619 (Staff Development for Standards)  
MSBA/MASA Model Policy 620 (Credit for Learning)  
MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

RATIFIED BY THE BOARD OF EDUCATION: November 2, 1998

AMENDED BY THE BOARD OF EDUCATION: March 21, 2005, February 7, 2011, June 29, 2020

**RICHFIELD PUBLIC SCHOOLS**  
**ADMINISTRATIVE GUIDELINES**  
**CURRICULUM DEVELOPMENT**

**CURRICULUM APPROVAL AND SELECTION PROCESS**

The Administrative Guidelines outlined within this document are intended to clarify the process that occurs through a complete curriculum approval and selection process

1. Teachers, counselors, principals, community members, and/or parents/guardians identify a curricular need for a specific grade level or course, and bring to their building administration for review. If 50 percent or more of the staff at a district grade level or building level department (secondary) are affected by this curricular need, **or** if the total cost of the materials requested is more than \$2,000, the process moves forward to the District Curriculum Advisory Committee (see steps below). If less than 50% of the staff at a grade level or department are affected by this curricular need, **or** the total cost of the materials is less than \$2,000, the request goes to the building administration for approval.
2. The individual or group presents the suggested material, with a rationale for inclusion of the material, to the District Curriculum Advisory Committee (DCAC) at a regularly scheduled committee meeting. The committee reviews the material and either recommends that it continue in the approval process (if it meets a need, replaces or supplements an older, outdated resource) or that it is eliminated from the process. The District Curriculum Advisory Committee presents their recommendations to the Department of Teaching and Learning.
3. Materials recommended by DCAC are reviewed and analyzed by the Department of Teaching and Learning under the Direction of the Assistant Superintendent and Executive Director of Special Services. If the materials do **not** represent a full curriculum selection, the Department of Teaching and Learning makes final approval. Decisions are then communicated in writing to the individual or group presenting the materials for approval.
4. If the request represents a full curriculum selection, during a regularly scheduled adoption cycle, the Department of Teaching and Learning intentionally seeks representative teachers', administrators' and staff input and feedback during this step. The representative committee determines the quality of the suggested materials, the alignment to Minnesota State Academic Standards, and alignment to district Strategic Plan.

5. Full curriculum selection of materials vetted through DCAC and the Department of Teaching and Learning are made available to principals and/or instructional leadership teams for their review. Principals make recommendations for pilot classrooms of selected materials, if applicable.
6. Results of pilot studies are presented to the District Curriculum Advisory Committee and Department of Teaching and Learning during pre-determined times, not to exceed two times per year, which are set by the committee and communicated to staff by the DCAC chair. Materials deemed appropriate for full scale implementation are then recommended to the Board of Education for Richfield Public Schools.
7. During a regularly scheduled School Board meeting, a representative of the Department of Teaching and Learning share information on the recommended materials.
8. Following communication to the Board of Education, materials are ordered by the district, and are distributed to teachers for use with students. Ongoing professional development is provided and supported by the Department of Teaching and Learning. Principals monitor implementation of recommended material.

RATIFIED BY THE BOARD OF EDUCATION: November 2, 1998

AMENDED BY THE BOARD OF EDUCATION: March 21, 2005, February 7, 2011,  
June 29, 2020

**OLD BUSINESS – FOR ACTION**

**Agenda Item V.B.**

**Board of Education**  
Independent School District 280  
Richfield, Minnesota

**Regular Meeting, June 29, 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)

Passage after a final read of Policy 112 and updated guidelines.

**Attachments**

Policy 112 Wellness – Final Read

Policy 112.1, 112.2 Administrative Guidelines-Final Read

**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 learn, grow and excel.
- 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 PreK-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,

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

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

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

### **III. Legal References**

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. § 1771 et seq. (Child Nutrition Act of 1966)  
42 U.S.C. § 1751 et seq. (National School Lunch Act)  
42 U.S.C. § 1758b (Local School Wellness Policy)  
Minn. Stat. §121A.215 (Local School District Wellness Policy)

RATIFIED BY THE BOARD OF EDUCATION: April 3, 2006

REVIEWED BY THE BOARD OF EDUCATION: May 18, 2015, June 12, 2017, June 29, 2020

**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 a USDA meal. Under no circumstances shall any student receive restricted choice related to USDA meal options provided to students (see guidelines 112.2).

**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 Superintendent or designee and the Director, after review, shall make the final determination.

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

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

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

## **B. Meal Environment**

- Meals will be served in a clean and pleasant setting and under appropriate supervision. Rules for safe behavior will be consistently enforced.
- The High School is a limited open campus. Students in 11<sup>th</sup> and 12<sup>th</sup> grades may apply to be eligible to leave the campus during the day and may be approved based on parent approval and qualifying standards determined at the high school level. Students in the 9<sup>th</sup> and 10<sup>th</sup> grades are not permitted to leave the school grounds during the school day.
- Schools will make every effort to provide students with sufficient time to eat after sitting down (approximately 20 minutes) for school meals and will schedule meal periods at appropriate times during the school day.
- The elementary schools, grades K-5, are encouraged to schedule recess time before lunch when possible.
- Tutoring, club, or organizational meetings or activities will not be scheduled during mealtimes, unless students may eat during such activities.
- The schools shall work to provide students access to hand washing or hand sanitizing before they eat meals or snacks and teachers, food and nutrition and school staff will remind students to make use of them.
- Information on the nutritional content and ingredients of meals will be found on menus, in school newsletters and/or the district web-site. Parents/guardians and students will be informed that information is available and information shall be kept up-to-date.



**C. Meal Promotion**

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

**II. FOOD AND BEVERAGES OUTSIDE REIMBURSABLE MEALS**

**A. Competitive Foods and Beverages**

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

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

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

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

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

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

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

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

**C. Rewards and Incentives**

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

**D. Fundraising**

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

**E. Access to Drinking Water**

- Students and school staff members will have access to free, safe, fresh drinking water at all times throughout the school day. Water jugs and cups will be available in the cafeteria if water fountains are not present, Supervisory staff will facilitate access to water in the cafeteria. Students will be allowed to bring drinking water from home into the classroom.
- Water will be promoted as a substitute for sugar-sweetened beverages (SSBs). The District prohibits the selling of food and beverages containing caffeine and non-nutritive sweeteners to elementary and middle school students.
- Maintenance will be performed on all water fountains regularly to ensure that hygiene standards for drinking fountains, water jugs, hydration stations, water jets, and other methods for delivering drinking water are maintained.

**III. NUTRITION EDUCATION AND PROMOTION**

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

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

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

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

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

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.

Specifically the nutrition curriculum will encompass:

- 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.

#### **IV. OTHER**

##### **A. Marketing**

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

- 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;
  - Educational incentive programs such as contests, or programs that provide schools with supplies of funds when families purchase specific food products

- Free samples or coupons displaying advertising of a product

## **V. PHYSICAL ACTIVITY**

### **A. Physical Education**

All K-12 students will receive physical education. Physical Education will be based on the Minnesota Physical Education Standards Fall 2017 and coordinated with the National Health Education Standards (K-12). All K-12 students will receive physical education. Master scheduling will strive to provide 60 minutes per week for elementary school students, 1 full class period daily for middle school students for 1 grading period per year, 1 full class period daily for high school students with 1 full year (2 semesters) required for graduation. All physical education classes (K-12) will be taught by licensed teachers who are certified or endorsed to teach physical education at a teacher to student ratio planned to be no greater than 40:1. Physical education programs will meet the needs of all students, including students with disabilities, special health-care needs, and students in alternative educational settings, and actively teach cooperation, fair play, and responsible participation.

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

- Physical education classes will count toward graduation and GPA.
- Waivers, exemptions, or substitutions for physical education classes will not be granted
- The school prohibits the use of physical activity and withholding of physical education class and other forms of physical activity as punishment
- All physical education classes will be taught by a qualified physical education teacher and at least 80% of time will be spent in moderate to vigorous activity
- The school will provide adequate space/equipment and conform to all safety standards
- Physical education staff will receive professional development on a yearly basis
- Students missing class will be encouraged to make up missed physical activity time by participating in an equivalent physical activity, including at least 30 minutes of moderate to vigorous activity (examples include intramural athletics, interscholastic athletics, documented exercise, etc.)

### **B. Physical Activity**

All students will have opportunities for physical activity beyond physical education class. Classroom health education will reinforce the knowledge and skills needed to maintain a physically active lifestyle. Opportunities for physical activity shall be incorporated into other subject lessons, where appropriate. Classroom teachers shall provide short physical activity breaks between lessons

or classes, as appropriate. The district encourages teachers to serve as role models by being physically active alongside the students. The district offers extra and co-curricular activities. Through formal joint of shared-use agreements, indoor and outdoor physical activity facilities are spaces that will be open to students, families, and the community outside of school hours.

#### **C. Recess**

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

#### **D. Physical Activity Programs**

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

#### **E. Safe Routes to School**

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

### **VI. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT**

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

The Superintendent or Designee charged with operational responsibility for ensuring that the District meets the requirements of the wellness policy.

The Principal of each school will develop an annual action plan to implement the District Wellness Policy, ensure compliance within the school and will report annually to the Superintendent or designee regarding compliance.

**VII. POLICY IMPLEMENTATION AND PUBLICATION**

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

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

**VIII. ANNUAL REPORTING**

The Superintendent or designee will annually inform the public about the content and implementation of the Wellness policy and make the Policy and any updates to the policy available to the public. The report shall be posted on the District website and provide the following information:

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

**Triennial Assessment**

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

- The extent to which schools under the jurisdiction of the District are in compliance with the Wellness Policy
- The extent to which the District's Wellness Policy compares to model local wellness Policies; and
- A description of the progress made in attaining the goals of the District's Wellness Policy

The Superintendent or designee will be responsible for conducting the triennial assessment. The triennial assessment report shall be posted on the school district website and made available to the public

**Recordkeeping**

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

- 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)

RATIFIED BY THE BOARD OF EDUCATION: May 18, 2015

REVIEWED BY THE BOARD OF EDUCATION: May 18, 2015, June 12, 2017,  
June 29, 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. Families may complete the Application for Educational Benefits anytime throughout the year to reflect any changes that may impact determination of eligibility. Each household is financially responsible for all charged 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. Under no circumstances shall any student be turned away from a USDA meal of their choice. Under no circumstances shall any student receive restricted choice related to USDA meal options provided to students.

- 1  
2 B. Under Minn. Stat. § 124D.111, full meals will be available without charge to  
3 all participating students who qualify for free or reduced-price meals  
4 regardless of account balance. Additionally, a full meal will be available to all  
5 students regardless of lunch balance. Under no circumstances shall any  
6 student be turned away from a USDA meal of their choice. Under no  
7 circumstances shall any student receive restricted choice related to USDA  
8 meal options provided to students.  
9  
10 C. When a lunch account has a negative account balance, a la carte, snack  
11 and/or double entree items will not be available regardless of paid, free or  
12 reduced-price lunch status.  
13

14 **IV. NOTIFICATION OF LOW OR NEGATIVE ACCOUNT BALANCE**

- 15  
16 A. The district will make reasonable efforts to notify families and employees of a  
17 low account balance when the account has a negative balance via the  
18 district's automated alert notification system.  
19  
20 B. Parents will receive a negative balance notification when their student's  
21 account has a negative balance, twice per week via the district's automated  
22 alert notification system.  
23  
24 C. Point of Sale Clarifications  
25  
26 1. All reasonable efforts shall be made to communicate meal balances at  
27 locations other than the point of sale.  
28  
29 2. At the point of sale, nutrition services staff may clarify to students  
30 reimbursable meal requirements. For example, nutrition staff may inform  
31 students that an entrée, drink and side are required for the meal to qualify  
32 as a fully qualified, reimbursable meal.  
33  
34 3. At the point of sale, any information shared with students shall occur with  
35 concern for the dignity of the student. Under no circumstances shall  
36 communication occur that shames the student or that could attract the  
37 attention of other students during the communication. Staff may only use  
38 a voice that can be heard only by the individual student.  
39  
40 4. Staff shall communicate that an account balance is getting low when the  
41 balance falls below \$3.00. For example, nutrition staff may use words that  
42 include, that the lunch account balance is getting low. Staff may only use  
43 a voice that can be heard only by the individual student.  
44  
45 5. Staff shall communicate that an account is negative and needs attention  
46 when the account balance is negative.  
47  
48 6. If this communication cannot be accomplished discretely then it is not to  
49 take place.  
50

7. When an account balance falls below -\$10.00 communication from the nutrition staff will cease.

**Elementary Students:**

1. Printed statements will go home in the backpacks on Friday of each week for all lunch balance accounts that have a negative balance.
2. Automated calls, texts and/or emails will be sent two times per week for all meal accounts with a negative balance. These will be sent using the contact information provided to the district by the legal guardian of the student.
3. No students will be denied a meal. Under no circumstances shall any student be turned away from a USDA meal of their choice. Under no circumstances shall any student receive restricted choice related to USDA meal options provided to students. Nutrition services staff will work weekly with building leadership and/or the school social worker to communicate information related to all accounts that have a balance at negative \$25 or below. Families will receive increased communication and follow up coordinated through building level administration when the account has a balance of negative \$25.00 or below until payment is received or the legal guardian contacts nutrition services at (612) 798-6072 or (612) 798-6071. Personal communication with families will occur only through building level administration, social worker or administrative designee. Administrative coordination with outreach workers will occur for communication with Non-English speaking families. Nutrition services staff will not communicate directly with families.
4. When a meal account is negative \$50.00 or below, building level administration or social workers will contact parents to discuss the situation and provide additional resources.

**Secondary Students:**

1. Students can check their meal account balance or deposit money at any point of sale register at both the high school and middle school. Parents/guardians are encouraged to sign up for an online account and password to monitor all of their child's accounts. Parents should also have online access to transaction details, balances and payment.
2. Automated calls, texts and/or emails will be sent two times per week for all meal accounts with a negative balance. These will be sent using the contact information provided to the district by the legal guardian of the student.
3. No students will be denied a meal; Under no circumstances shall any student be turned away from a USDA meal of their choosing. Under no circumstances shall any student receive restricted choice related to USDA meal options provided to students. Nutrition services staff will work weekly with building leadership and/or the school social worker to communicate

information related to all accounts that have a balance at negative \$25 or below. Families will receive increased communication and follow up coordinated through building level administration when the account has a balance of negative \$25.00 or below until payment is received or the legal guardian contacts nutrition services at (612) 798-6072 or (612) 798-6071. Personal communication with families will occur only through building level administration, social worker or administrative designee. Administrative coordination with outreach workers will occur for communication with Non-English speaking families. Nutrition services staff will not communicate directly with families.

4. When a meal account is negative \$50.00 or below, building level administration or social workers will contact parents to discuss the situation and provide additional resources.
5. If all verbal and written communication attempts to the household do not result in a payment and the student meal account has a balance of negative \$50.00 or below, the student may also incur limited access to other school enrichment activities such as dances, special field trips or special events as determined by the school administrator until communication from the household is received and a plan is established for payment on the account. Any decisions of this nature will require specific review and written approval of the superintendent prior to implementation. Students will not be restricted from curriculum-based programs or activities.

#### **V. POINT OF SALE CLARIFICATIONS**

- A. All reasonable efforts shall be made to communicate meal balances at locations other than the point of sale.
- B. All reasonable efforts shall be made to have the point of sale occur prior to the selection of items.
- C. At the point of sale, nutrition services staff may clarify to students reimbursable meal requirements. For example, nutrition staff may inform students that an entrée, drink and side are required for the meal to qualify as a fully qualified, reimbursable meal.
- D. At the point of sale, any information shared with students shall occur with concern for the dignity of the student. Under no circumstances shall communication occur that shames the student or that could attract the attention of other students during the communication.

#### **VI. COMMUNICATION CLARIFICATIONS**

- A. The school district will make reasonable efforts to communicate with families to resolve any unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children. This

communication will only come from the school social worker, building level administrator or designee.

B. Nutrition services employees shall not be expected to communicate information related to collection of meal debt. This communication will be from the school social worker, building level administrator or designee.

C. The school district will not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.

D. The school district will not deny any student the opportunity to participate in graduation ceremonies, other commencement activities or any academic based programming due to unpaid meal charges.

## **VII. COMMUNICATION OF POLICY**

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

1. all households at or before the start of each school year;
2. students and families who transfer into the school district, at the time of enrollment; and,
3. all school district personnel who are responsible for enforcing this policy.

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

## **Legal References:**

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

RATIFIED BY THE BOARD OF EDUCATION: May 18, 2015

REVIEWED BY THE BOARD OF EDUCATION: May 18, 2015, June 12, 2017, June 29, 2020

**OLD BUSINESS – FOR ACTION**

**Agenda Item V.C**

**Board of Education**  
Independent School District 280  
Richfield, Minnesota

**Regular Meeting, June 29, 2020**

**Subject: Policy 610 Selection and Reevaluation of Instructional Resources  
Administrative Guideline 610.1**

(Recommended by the Superintendent)

Passage of a third read of Policy 610 and Administrative Guideline 610.1.

**Attachments**

Policy 610 – Third/Final Read

Guideline 610.1 – Third/Final Read

**RICHFIELD PUBLIC SCHOOLS**

**SELECTION AND REEVALUATION  
OF INSTRUCTIONAL RESOURCES**

**I. PURPOSE**

The purpose of this policy is to provide direction for selection of textbooks and instructional materials.

**II. GENERAL STATEMENT OF POLICY**

The school board recognizes that selection of textbooks and instructional materials is a vital support for the school district's curriculum. The school board has the authority to make final decisions on selection of textbooks and instructional materials.

**III. RESPONSIBILITY OF SELECTION**

- A. While the school board retains its authority to review final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent, administration and professional staff the responsibility for the evaluation, selection and consideration of resources. The Teaching and Learning Department shall work directly with staff in developing such recommendations.
- B. Based on the review of instructional texts, materials and content during the selection process, the recommendations shall:
  - 1. support the academic standards, goals and objectives of the education programs;
  - 2. consider the needs, age and maturity of students;
  - 3. foster respect, understanding of and appreciation for historical and contemporary contributions by and roles open to Americans of all cultures and races, gender and gender-nonconforming, and individuals with unique and varying abilities and varied opinion;

4. permit grade-level instruction for students to study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system;
5. be in the English Language. Another language may be used, pursuant to Minn. Stat. § 124D.61;
6. be within the constraints of instructional time and the school district budget; and
7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.

- C. The Superintendent or designee, shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks, materials and content by the professional staff. This procedure will be coordinated with the district program improvement process and may utilize advisory committees.

#### **IV. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS**

- A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instructional program. Interested persons shall submit a request for reconsideration of the use of certain textbooks or instructional materials.
- B. The superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.
- C. The superintendent shall present a procedure to the school board for review regarding reconsideration of textbooks or other instructional materials. The review procedure shall be a guideline attached to this policy.

#### ***Legal References:***

Minn. Stat § 120A.22, Subd. 9 (Compulsory Instruction – Curriculum)



1 **Minn.** Stat. § 120B.20 (Parental Curriculum Review)  
2 **Minn.** Stat. § 120B.235 (American Heritage Education)  
3 **Minn.** Stat. § 123B.02 (General Powers of Independent School Districts)  
4 Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)  
5 Minn. Stat § 124D.59-124D.61 (Limited English Proficiency)  
6 Minn. Stat. § 127A.10 (State Officials and School Board Members to be  
7 Disinterested; Penalty)  
8 *Hazelwood Sch. Dist. V. Kuhlmeier*, 484 U.S. 260, 108 S. Ct. 562, 98 L.Ed.2d592  
9 (1988)  
10 *Pratt v. Independent Sch. Dist. No. 831*, 670 F.2d771 (8<sup>th</sup> Cir. 1982)  
11

12 **Cross References:**

13 Board Policy 601 – Curriculum and Instruction Goals  
14 Board Policy 611 - Provision of Alternative Instruction  
15 Board Policy 612 Curriculum Development  
16  
17  
18  
19

20 RATIFIED BY THE BOARD OF EDUCATION: March 3, 1997  
21

22  
23 AMENDED BY THE BOARD OF EDUCATION: April 7, 1997, October 2, 2000  
24 February 7, 2011, June 29, 2020  
25

**RICHFIELD PUBLIC SCHOOLS  
ADMINISTRATIVE GUIDELINES**

**PROCEDURES FOR SELECTION AND REEVALUATION OF  
INSTRUCTIONAL RESOURCES**

**I. INTRODUCTION**

"Richfield Public Schools inspires and empowers each individual to learn, grow, and excel." Richfield Public Schools strives to provide instructional resources which ensure that learners will have the opportunity to grow in their ability to find, apply, generate, and evaluate information that helps them to function successfully as individuals and to participate fully in society.

**II. PURPOSE STATEMENT**

This document provides established guidelines and procedures necessary to maintain a consistent quality of excellence in the resources used in the teaching and learning process, to provide for the continuing evaluation of the collection, and to allow the review of instructional resources as appropriate. These guidelines and procedures are used as a basis in helping administrators, teachers, students, parents/guardians and other interested citizens better understand the criteria used in selecting, reevaluating, and reviewing instructional resources.

**III. DEFINITION OF "RESOURCE"**

Resources are all print and non-print instructional and recreational resources, purchased by the district, and used in the education of the student. They shall include a variety of formats such as books (including textbooks and ebooks), print and digital periodicals, and digital and electronic resources, including those that are content-specific instructional licensing resources.

**IV. RESPONSIBILITY FOR RESOURCES SELECTION**

The Richfield Board of Education recognizes that it has legal authority to review textbooks and courses of study, but it delegates responsibility for the evaluation, selection, and reconsideration of resources to the administration and the professional staff.

A. It is the responsibility of school personnel who select resources to:

provide resources that will support and enrich achievement of academic standards and benchmarks addressed in the curriculum, taking into

consideration all cultures and races, gender and gender-nonconforming, and individuals with unique and varying abilities and varied opinions;

provide resources that will stimulate growth in factual knowledge, communication, critical thinking and critical analysis of differing sides of issues, literary appreciation, aesthetic values, and recognition of various societal values.

- B. It is the responsibility of the school library/media center personnel to:

distinguish between personal convictions and professional duties and to not allow personal beliefs to interfere with fair representation of the aims of the school district or the provision of access to information resources at the building or district level;

place principle above personal opinion and reason above prejudice in the selection of resources of the highest quality in order to assure a comprehensive collection of resources appropriate for the complete education of all students.

- C. It is the responsibility of the teacher to:

use professional judgment in the selection and deployment of educational resources.

## **V. MATCHING INSTRUCTIONAL RESOURCES AND OBJECTIVES**

All resources selected shall support clearly-stated instructional objectives which are aligned to state and district standards and benchmarks, and take into account all cultures and races, gender and gender-nonconforming, and individuals with unique and varying abilities and varied opinions. The purposes of instructional and supplementary materials and resources selection process are:

- A. To acquire resources consistent with the demands of the curriculum as defined by academic standards and benchmarks;
- B. To effectively guide students in the selection and application of a variety of resources;
- C. To provide students with the opportunity to develop skills in the use of a variety of learning resources;
- D. To foster in students a wide range of interests and stimulate intellectual curiosity;
- E. To provide opportunities for aesthetic experiences and development of appreciation for a variety of literary and fine arts;

- F. To provide resources that support recreational reading and encourage students to be life-long, self-directed learners.

## **VI. SELECTION CRITERIA**

Resources shall support and be consistent with the general educational goals of Richfield Public Schools and the goals and objectives of individual schools and specific courses, and be reviewed on a scheduled rotation. The resources need to:

- A. Be sensitive to all cultures and races, gender and gender-nonconforming, and individuals with unique and varying abilities and varied opinions in Richfield Public Schools.
- B. Be chosen to support successful student achievement of academic standards and benchmarks represented in the curriculum; and to meet the needs of students, including the needs for increased skills in a rapidly changing digital world.
- C. Be appropriate for the age, emotional and social development, experience, ability levels and learning styles of the students for whom they are selected.
- D. Provide a wide range of information, preparing students to examine their own attitudes and behaviors, to comprehend their responsibilities and rights as participating citizens in our society, and to make intelligent judgment in their daily lives.
- E. Represent the diversity in religious, ethnic, political and cultural values held in a pluralistic society.
- F. Be judged as a whole; selected for their strengths rather than rejected for their weaknesses.

## **VII. MATERIAL DISCARD AND REPLACEMENT PROCEDURE**

In order to provide a current, highly usable collection of resources, professional personnel shall provide for constant and continuing renewal of resources, not only by the addition of up-to-date resources, but by the judicious elimination of resources which no longer meet a need or are not being used.

Selection is an ongoing process which includes the removal of resources which are no longer appropriate and replacement of resources which are lost or damaged. This process will be carried out according to accepted standards.

## **VIII. PRINT AND NON-PRINT MEDIA CENTER RESOURCES**

Professional personnel shall:

- A. Evaluate existing resources.
- B. Assess curriculum needs and the demands needed of skills in a rapidly changing digital world.
- C. Consult reputable, professionally prepared aids for selection (the actual item shall be examined when deemed appropriate).
- D. Consider requests from school district personnel, students, parents/guardians/families, and other community members.

## **IX. SELECTION PROCEDURES**

### **A. ELEMENTARY CLASSROOM INSTRUCTIONAL RESOURCES**

Because the elementary teacher is teaching in multiple subject areas, the selection of resources in any single content area generally follows a set procedure.

- 1. Elementary curriculum selection will be reviewed on a scheduled basis-aligned with state standards review schedules. Representative committees, which include Special Education and ESL teachers, will review instructional programs and related materials/resources on a regular rotation.
- 2. The Superintendent or designee may initiate and teachers and/or principals may request the establishment of a program evaluation committee in addition to the routine rotation based on emerging circumstances.
- 3. Should a committee be established, the following procedures will be followed:
  - a. The Superintendent or designee will assume leadership of the committee review process.
  - b. All requests to publishing companies for information and resources to be examined should be presented to the committee. Resources are received and processed by the Superintendent or Designee and reviewed by the committee members.
  - c. It is the responsibility of the committee members to communicate their findings, and to make a recommendation to the Superintendent or designee leading the committee, who will then communicate with the elementary principals and teachers who will be affected by the selections of the committee.

4. The purchase of instructional material/resources is approved by the Superintendent or Designee on the basis of the committee recommendations, budgetary considerations, and relationship to identified district policies and programs, and review by the District Curriculum Advisory Committee.
5. Any committees formed will remain functional until curriculum has been selected, implemented and reviewed.
6. Should a committee not be formed, the building personnel will work with the Superintendent or Designee for decision-making (e.g. number of students affected by new materials, costs of materials, etc.). The purchase of such materials/resources is approved by the Superintendent or Designee on the basis of staff recommendations, budgetary considerations, and relationship to identified district policies and programs.
7. Records regarding review and selection will be kept by the Superintendent or Designee.

## **B. SECONDARY CLASSROOM TEXT-TYPE RESOURCES**

The five groups of professional staff involved with resources selection are teachers, educational leaders, media personnel, principals, and district office administrators. Representative committees, which include Special Education and ESL teachers, will evaluate instructional programs and related materials/resources and selected updated materials on a scheduled basis aligned with state standards review schedules.

1. The Superintendent or Designee may initiate and teachers and/or principals may request the establishment of a program/materials evaluation committee in addition to the routine rotation based on emerging circumstances.
2. Should a committee be established, the following procedures will be followed:
  - a. The Superintendent or Designee will assume leadership of the committee review process.
  - b. The committee will involve educational and department leaders, media personnel of warranted, and the building leadership team (principal and/or assistant principal) in the selection process.
  - c. All requests to publishing companies for resources to be examined should be presented to the committee. Resources are

received and processed by the Superintendent or Designee and reviewed by the committee members.

- d. It is the responsibility of the committee members to communicate their findings, and to make a recommendation to the Superintendent or Designee leading the committee, who will then communicate with the principals and teachers who will be affected by the selections of the committee.
3. The purchase of instructional material/resources is approved by the Superintendent or Designee on the basis of the committee recommendations, budgetary considerations, and relationship to identified district policies and programs, and review by the District Curriculum Advisory Committee.
4. Any committees formed will remain functional until curriculum has been selected, implemented and reviewed.
5. Should a committee not be formed, the building personnel will work with the Superintendent or Designee. The purchase of such materials/resources is approved by the Superintendent or Designee on the basis of staff recommendations, budgetary considerations, and relationship to identified district policies and programs.
6. Records regarding review and selection will be kept in the Superintendent or Designee.

**C. INSTRUCTIONAL RESOURCES NOT PURCHASED BY THE DISTRICT**

1. Teachers have the right to use resources they believe will increase their effectiveness in meeting the objectives of the course being taught.
2. Teachers recognize their responsibility to use professional judgment in the selection of resources. The teacher who is in doubt concerning the advisability of using certain resources in the classroom should apply the criteria outlined in these guidelines and/or consult with their principal.
3. Teachers must recognize that the manner in which they present and use resources has an impact upon students. Staff members should be sensitive to the divergent needs of students, should allow students freedom to select alternative resources, and should demonstrate respect for student standards and preferences.
4. With regard to films/videos, potential selections having ratings of "R" or "PG13" require special consideration. When staff feel such selections merit use for classroom instruction, staff must secure permission from the building principal and obtain parental permission prior to classroom viewing. At the elementary level, principal and parent permission are required before the showing of PG rated videos/films. Viewing of full-length feature films in their entirety is discouraged as regular practice. Further, special consideration must be taken in to account with regard to licensing issues and Fair Use.
5. Gift resources will be accepted only with the understanding that they will then be judged by the same criteria as other resources and will be accepted or rejected on the basis of those criteria.-Resources procured by teachers representing Richfield Public Schools in their professional capacity on sites such as DonorsChoose.org become the property of Richfield Public Schools.

**X. PROCEDURES FOR RECONSIDERATION OF A RESOURCE**

Any resident, parent or employee of the school district may request reconsideration with regard to the inclusion or exclusion of resources in the district's educational program on the basis of appropriateness.

"Request for Reconsideration" is defined as written statement of opposition to a resource, requesting that it be excluded or restricted, or advocacy, requesting that it be included.



**A. OBJECTION AND REEVALUATION PROCEDURES**

1. If material is questioned, school personnel shall explain the selection and reevaluation guidelines and procedures to the complainant; this is considered the **"informal"** stage of a challenge. The first point of contact is the teacher of the course/class in which the material is being used, or the media personnel in the building housing the material in the collection. The amount of instructional materials available makes it possible to offer alternative materials.
2. If, after conversation with the teacher or media personnel, there is still a request for reconsideration, within five working days after receiving a request for reconsideration, school building administrative personnel will contact and meet with the complainant and provide him/her with a copy of these policies and procedures. Utilizing the rationale for selection and approval of the material, the school building administrative personnel will explain the reasons for its inclusion in the curriculum or media center and the qualifications of those persons selecting the resources. This is still considered part of the informal stage of the request for reconsideration. If the challenge is not resolved **informally**, the complainant must submit a written disagreement to the school building administrative personnel
3. Once the school building administrative personnel receives the written disagreement, the school building administrative personnel will refer the complaint to the Superintendent or Designee. The challenge now becomes a **"formal"** challenge.
4. Within twenty working days, the Superintendent or Designee shall meet, hear testimony.
5. Upon making the final decision, the Superintendent or Designee will send a letter informing the complainant of the decision. The decision shall be communicated to all appropriate employees.

**B. INFORMAL PROCEDURES**

1. Each challenge shall be dealt with in a courteous and confidential manner.
2. The person initiating the challenge should communicate with the teacher or media personnel first, to come to an informal resolution.
3. An informal resolution is defined as a condition in which both parties agree to either accept the material as currently used or to provide a mutually acceptable alternative or substitution.

4. If the challenge cannot be resolved informally, the school building administrative personnel will invite the person who is initiating the challenge to submit a written disagreement.
5. Upon submission of a formal written disagreement, the challenge will be defined as formal and the process for formal challenges will be initiated at the appropriate level.

### **C. FORMAL REEVALUATION**

Normally the questioned resource will remain in use during the reevaluation process.

1. The Superintendent or Designee shall, within twenty days:
  - a. obtain the questioned resource and read it in its entirety, and consult with professional organizations, as necessary;
  - b. discuss the questioned resource;
  - c. invite testimony, by inviting the party requesting the reconsideration, the appropriate teacher or media personnel, and building administrator to discuss intended use of the materials in the classroom or school, including the use of the material in whole or in part;
  - d. discuss the context in which the resource will be used, including any historical context;  
; and
  - e. take a thorough written record of all discussion and recommendations.
2. The Superintendent or Designee shall:
  - a. Examine the questioned resource in its entirety.
  - b. Determine professional acceptance of the resource by reading critical reviews.
  - c. Weigh values and faults and form opinions on the resource as a whole if it is read or viewed in its entirety or focus the review on passages or sections identified for viewing/reading.
  - d. Discuss the resource in the context of the educational program.
  - e. Hear testimony.
  - f. Make a final decision/recommendation.

**D. RESOLUTION**

1. The written report, signed by all members of the committee attending the meeting, accompanied by all resources used during the proceedings and a minority report, if one is made, shall be available to the public.
2. The decision shall be communicated to the complainant, the school building administrative personnel, and the professional media person or teacher involved.
3. The decision shall be binding for the individual school or as specified in the Superintendent's decision/recommendation.
4. Requests to reconsider resources which have previously been before the committee will not be reviewed again for three years, unless the challenge is substantially different from a previous challenge.
5. The Superintendent's decision may be appealed to the District 280 Board of Education.

Ratified: April 7, 1997  
Reviewed:  
Revised: October 2, 2010  
Amended February 7, 2011, June 29, 2020

**RICHFIELD PUBLIC SCHOOLS**  
**APPENDIX A**  
**REQUEST FOR REEVALUATING A RESOURCE**

The amount of instructional material available makes it possible to offer alternatives to challenged or controversial material. Should students or parents have objections to any material, teachers shall offer substitute selections.

School \_\_\_\_\_

Please check type of material:

( ) Book  
( ) Periodical  
( ) Film

( ) Video  
( ) Other

Title \_\_\_\_\_

Author \_\_\_\_\_

Publisher or Producer \_\_\_\_\_ Copyright Date \_\_\_\_\_

Request initiated by \_\_\_\_\_ ☐ Self

☐ Organization \_\_\_\_\_

Name of Organization

Telephone \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

The following questions are to be answered after the complainant has read, viewed, or listened to the material in its entirety. If sufficient space is not provided, attach additional sheets. (Please sign your name to each additional attachment).

1. To what in the material do you object? Please comment on the resource as a whole as well as being specific on those matters which concern you.  
(Please be specific, cite pages, film sequence, video, etc.)

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2. What do you believe is the theme or purpose of this material?

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3. What do you feel might be the result of a student using this material?

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4. For what age group would you recommend this material?

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5. What do you think is good in this material? Please comment.

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6. What other material of the same quality, subject and format could you recommend in place of this material?

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8. What would you like the school district to do about this material?

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\_\_\_\_\_  
Signature of the Complainant

Date \_\_\_\_\_

Please return completed form to school administrative personnel

**NEW BUSINESS- FOR ACTION**

**Agenda Item VI.A.**

**Board of Education**  
Independent School District 280  
Richfield, Minnesota

**Regular Meeting, June 29, 2020**

**Subject: 2020-2021 School Board Meeting Schedule**

(Recommended by the Superintendent)

That the Board of Education approve the following School Board Meeting Dates for 2020-2021.

**Background:**

All meetings are held at 7:00pm in the District Office Boardroom on the first and third Mondays of the month with noted exceptions (\*)

- Each school will be invited to make a presentation to the Board of Education during the school year. These presentations will occur during the first meeting of the month.
- Public Comment is available during second meeting of the month.
- Study Sessions will be added as needed.

**See attached**

## **2020-2021 RPS Proposed School Board Meeting Dates**

**All meetings are held at 7:00 pm in the District Office Boardroom on the first and third Monday of the month with noted exceptions (\*)**

- Each school will be invited to make a presentation to the Board of Education during the school year. These presentations will occur during the first meeting of the month.
- Public Comment is available during the second meeting of the month.
- Study Sessions will be added as needed.

### **August 2020**

Monday, August 3	7:00 pm Regular Meeting
Monday, August 17	7:00 pm Regular Meeting (Public Comment)

### **September 2020**

<b>*Tuesday, September 8</b>	7:00 pm Regular Meeting
Monday, September 21	7:00 pm Regular Meeting (Public Comment)

### **October 2020**

Monday, October 5	7:00 pm Regular Meeting
Monday, October 19	7:00 pm Regular Meeting (Public Comment)

### **November 2020**

Monday, November 2	7:00 pm Regular Meeting
Monday, November 16	7:00 pm Regular Meeting (Public Comment)

### **December 2020**

Monday, December 7	7:00 pm Regular Meeting with Truth-in-Taxation
Monday, December 21	7:00 pm Regular Meeting (Public Comment)

### **January 2021**

Monday, January 4	7:00 pm Regular Meeting
<b>*Tuesday, January 19</b>	7:00 pm Regular Meeting (Public Comment)

### **February 2021**

Monday, February 1	7:00 pm Regular Meeting
<b>*Tuesday, February 16</b>	7:00 pm Regular Meeting (Public Comment)

### **March 2021**

Monday, March 1	7:00 pm Regular Meeting
Monday, March 15	7:00 pm Regular Meeting (Public Comment)

**April 2021**

Monday, April 5	7:00 pm Regular Meeting
Monday, April 19	7:00 pm Regular Meeting (Public Comment)

**May 2021**

Monday, May 3	7:00 pm Regular Meeting
Monday, May 17	7:00 pm Regular Meeting (Public Comment)

**June 2021**

<i>*Monday, June 14</i>	7:00 pm Regular Meeting (Public Comment)
<i>*Monday, June 28</i>	7:00 pm Regular Meeting (Public Comment)

**July 2021**

<i>*Monday, July 12</i>	7:00 pm Regular Meeting (Public Comment)
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**\*School Board Meeting Exceptions**

**Meetings are held in the District Office Boardroom on the first and third Monday at 7:00 pm except as noted below:**

Tuesday, September 8, 2020	(due to Monday Holiday)
Tuesday, January 19, 2021	(due to Monday Holiday)
Tuesday, February 16, 2021	(due to Monday Holiday)
Monday, June 14, 2021	(only one meeting held in June)
Monday, June 28, 2021	(additional meeting in June only if needed)
Monday, July 12, 2021	(only one meeting held in July)



**Board of Education**  
Independent School District 280  
Richfield, Minnesota

**Regular Meeting, June 29, 2020**

**SUBJECT: BID AWARD-MILK PRODUCTS**

Recommended by the Superintendent that the Board of Education approve the bid award for the milk product contract for the 2020-2021 school year to Plainview Dairy.

(Prepared by Craig Holje and Michael Manning)

This year we received bids from three vendors. The bidders often provide an escalator/de-escalator bid which fluctuates with the market. This year's bid was conducted with Catalyst Sourcing Solutions in order to secure best pricing. Michael Manning (Director of Food and Nutrition Services) is recommending Plainview Dairy as the lowest responsible bidder using the escalator/de-escalator pricing for 2020-2021. This selection was based on pricing, experience, and references. The current bid price is within the food service budget for FY21. This will be a one (1) year contract with an optional three additional one-year renewals upon mutual agreement by both parties.

## Award Recommendation

### General Information

<b>Organization:</b>	ISD# 280 – Richfield Schools	<b>Date:</b>	6/2020
<b>Department:</b>	Food and Nutrition	<b>Category:</b>	Milk/Dairy Products

### Process Notes

Component	Note
<b>Process used</b>	<ul style="list-style-type: none"> <li>Request for Quote (RFQ)</li> </ul>
<b>Vendors contacted</b>	<ul style="list-style-type: none"> <li>St. Paul Beverage Solutions</li> <li>Prairie Farms [formerly Dean Foods] (SUBMITTED)</li> <li>Hegers Dairy</li> <li>Kemps LLC (SUBMITTED)</li> <li>Land of Lakes</li> <li>Plainview Milk Products Cooperative (SUBMITTED)</li> <li>US Foods</li> </ul>

### Vendor Information and References

Company Name	Vendor Contact	Reference #1	Reference #2
<b>Kemps</b>	Dick Jensen	ISD #272 (Eden Prairie)	ISD#885 (STMA)
<b>Plainview Dairy</b>	Reshia Gogerty	ISD #194 (Lakeville)	ISD#695 (Northfield)
<b>Prairie Farms</b>	Carolyn Erchul	ISD #622 (NSP/MWD/OKDL)	ISD #15 (St. Francis)

### Qualifications / Questions

Company Name	Kemps	Plainview Dairy	Prairie Farms
Are you authorized to do business with Minnesota Public Schools? (Y/N)	Y	Y	Y
Have you reviewed and agreed to all specifications, requirements, terms, and conditions stated in this agreement? (Y/N)	Y	Y	N
Will you meet all insurance requirements? (Y/N)	Y	Y	Y
Will you meet all background check requirements? (Y/N)	Y	Y	Y
Will your proposed solution meet all stated specifications? (Y/N)	Y	Y	N
Do you accept credit card payment at no fee? (Y/N)	N	N	Y
Did you propose FIXED pricing, ADJUSTABLE pricing, or BOTH	ADJUSTABLE	ADJUSTABLE	ADJUSTABLE

### Adjustable Pricing Comparison

Product Description	U/M Desc/Size	Est. 12M Usage	Kemps	Plainview Dairy	Prairie Farms
1% Milk, ECO	Half Pint	126,550	\$0.250	\$0.2045	\$0.2175
Skim Milk, ECO	Half Pint	28,684	\$0.246	\$0.2045	\$0.2135
Chocolate Skim Milk, ECO	Half Pint	255,200	\$0.255	\$0.2185	\$0.2255*
Lactose FF Milk	Half Pint	1,260	\$0.689	\$0.64	\$0.65
1% Milk	Gallon	10	\$3.456	\$3.25	\$3.59
Sour Cream	5#	5	\$7.335	\$9.25	\$7.90
Lactose Free Skim Milk	Quart	12	-----	-----	\$2.85**

\*Prairie Farms substituted 1% chocolate milk vs. chocolate skim milk

\*\*Prairie Farms substituted half gallon vs. quart for the Lactose Free Skim Milk

**Est Annual Spend Comparison (based on quoted rate)**

Product Description	U/M Desc/Size	Est. 12M Usage	Kemps NET	Plainview Dairy NET	Prairie Farms NET
1% Milk, ECO	Half Pint	126,550	\$31,637.5000	\$25,879.4750	\$27,524.6250
Skim Milk, ECO	Half Pint	28,684	\$7,056.2640	\$5,865.8780	\$6,124.0340
Chocolate Skim Milk, ECO	Half Pint	255,200	\$65,076.0000	\$55,761.2000	\$57,547.6000
Lactose FF Milk	Half Pint	1,260	\$868.1400	\$806.4000	\$819.0000
1% Milk	Gallon	10	\$34.5600	\$32.5000	\$35.9000
Sour Cream	5#	5	\$36.6750	\$46.2500	\$39.5000
<b>Totals</b>			<b>\$104,709.14</b>	<b>\$88,391.70</b>	<b>\$92,090.66</b>

**Lactose-Free Milk will be purchased from another source as only 1-of-3 vendors offered it.**

**This product accounts for less than \$50.00 in purchasing per year.**

**Recommendation**

The district recommends accepting the proposal from Plainview Dairy Cooperative.

The rationale for this recommendation includes:

- Lowest net quote
- Positive prior performance/references

## Opportunity Overview

ISD #280 - Richfield School District is seeking quotes to secure a single source contract for 2020 Milk & Dairy Products.

Please review this document for information about specifications and requirements, and the submission worksheet.

Quantity estimates provided are an estimation based on 2018 - 2019 usage patterns. Current milk brand is provided as an example of quality expectation. You do NOT have to propose the same product, but your RFQ submitted should feature products of equal quality, taste, and nutrition.

The annual value of these purchases is estimated at \$85,000.00

## Contract Terms

The Contract term will be for one (1) year, effective July 1, 2020 through June 30, 2021. The District reserves the right to renew the contract for three additional one-year terms upon mutual agreement by both parties, no later than April 30, in each renewal year of 2021, 2022 and 2023. Contract term is stated as 1+1+1+1 with the final renewal contract period being July 1, 2023 through June 30, 2024.

Unless stated otherwise elsewhere in the specifications, no renewal or extension can be made by the District unless the original terms of the contract remain the same during the renewal or extension period. The District will contact the vendor in April prior to the contract termination date or extension. Agreement to renew the contract must be reached and agreed upon by April 30 in each renewal year. When the contract is not renewed, the District shall not be liable for products pre-ordered by the vendor.

This contract also includes a thirty (30) day notice of cancellation if District's standards are not met.

## RFQ Process

1. Review the Terms and Conditions to confirm eligibility
2. Vendor must be approved/eligible to business with Minnesota Schools
3. Review all data, specifications, and requirements found in this document
  - Terms and Conditions
  - Detailed General and Operational Specifications and Requirements for 2020 Milk & Dairy Products
  - Product Specifications and Estimated Usage
4. Confirm interest in participation via email ([vkornegor@catalyst sourcing.com](mailto:vkornegor@catalyst sourcing.com))
  - Responses that include interpretations, classifications, modifications, and supplemental instructions in the form of written addenda will be provided via email to all Distributors who confirmed interest in participating *no later than 5/11/2020*
    - o *The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Distributor. It is the Distributor's responsibility to bring all discrepancies, ambiguities, omissions, or matters that need clarification to the District's attention.*
5. Questions can be submitted via email to: [vkornegor@catalyst sourcing.com](mailto:vkornegor@catalyst sourcing.com)
  - All questions will be consolidated, reviewed with the Food & Nutrition team, and feedback will be provided to all participants via email.
  - **The deadline for question submission will be question will be 5/15/2020 at 10:00 AM (CDT)**

## RFQ Submission Requirements

RFQ's submitted are to include:

- o Completed and signed RFQ Submission Worksheets (included in this packet)
- o Affidavit of Non-Collusion
- o Pricing
  - Pricing Explanation:
    - Firm Price – Prices shall be in terms of a firm price per ½ pint of milk as specified for the 2020-2021 school year. RFQ prices shall be in terms of the maximum amount per ½ pint.
    - Adjustable Price (Escalation Claus) – Prices shall be in terms of the following escalation factors as specified for the 2020-2021 school year per ½ pint of milk as an alternate to the Firm Price:
      - Whenever the price of raw milk increases or decreases a full \$.10 per hundred weight based on the Federal Market Price, the price per unit (1/2 pint) will be adjusted upward or downward by \$0.0006. The price is to be based on the Federal Market Order – Class I price of raw milk in effect on March 1, 2020.
- o Explanation/Basis of your pricing program including any price escalators/de-escalators
- o Delivery charges must be included in pricing or clearly stated otherwise
- o Any additional information about your organization, proposed items, etc.

**RFQs' are due on 5/28/2020 at 10:30 A.M. (CDT)**

Submit your RFQ electronically via email to [vkornegor@catalystsourcing.com](mailto:vkornegor@catalystsourcing.com)

## Process Timelines

Process Step	Date
RFQ documentation available	5/4/2020
Deadline to confirm participation	5/11/2020
Deadline to submit questions	5/15/2020 10:00 AM (CDT)
<b>RFQ Due</b>	5/28/2020 10:30 AM (CDT)
Contract Awarded	6/10/2020

## Selection Criteria

Criteria	Weight %
Price	40%
Ability to meet the specifications described in the RFQ document	20%
Experience of vendor in industry/ Reputation/References	15%
Availability of required products	20%
Any other factors which are pertinent as may be determined by District	5%

## Terms and Conditions

- A. Eligibility & Compliance with Federal and State Law - Vendor must assure District that they have complied with all applicable Federal and State laws, regulations, and rules. All projects are subject to compliance with the prevailing wage schedule issued by the Minnesota Department of Labor and Industry."
- B. Invitation: The invitation to submit a quote, which is attached hereto, and everything contained therein is adopted by reference and made part of these specifications and conditions.
- C. Contract Duration and Options: Contract term is for one (1) year, effective July 1, 2020 through June 30, 2021. The District reserves the right to renew the contract for three additional one-year terms upon mutual agreement by both parties no later than April 30 in each renewal year of 2021, 2022 and 2023. Contract term is stated as 1+1+1+1 with the final renewal contract period being July 1, 2023 through June 30, 2024. Unless stated otherwise elsewhere in the specifications, no renewal or extension can be made by the District unless the original terms of the contract remain the same during the renewal or extension period. This contract also includes a thirty (30) day notice of cancellation if District's standards are not met.
- D. General Criteria for Award: After taking into consideration conformity/performance with the specifications, terms of delivery and other conditions imposed in the RFQ, an award shall be made to the lowest responsible vendor.
- E. Service Facilities: In considering the equipment, supplies, materials and/or services quoted, the District will take into account past performance of the vendor and the service and maintenance facilities provided by the vendor.
- F. Writing: Within ten days of the award, persons having authority to contract for the parties shall duly execute a formal contract covering the subject matter of the RFQ.
- G. Form of RFQ: The RFQ must be submitted on the form prescribed by the District, which is contained in these specifications, and copies of which are available by contacting [vkornegor@catalyst sourcing.com](mailto:vkornegor@catalyst sourcing.com)
- H. Vendor Qualifications: The District reserves the right to refuse to consider the quote of a vendor who is not known to be reliable, skilled, and regularly engaged in providing the service and goods for which they were invited. In addition, the District may require of any vendor evidence satisfactory to the District, of the vendor's financial responsibility, and ability to efficiently, economically, and satisfactorily perform the services and deliver the goods required by the District. The District may consider the foregoing factors in determining the lowest responsible vendor.
- I. Preparation and Submission of RFQ:
  - 1) Submit RFQ, including attachments, on the prescribed forms, which are furnished with the specifications.
  - 2) Do not stipulate any other conditions or alternates of qualifications.
  - 3) Owner will not accept any condition not contained in specifications or other documents.
  - 4) A response may be rejected if it is conditional or incomplete.
  - 5) Responses that contain conflicting false or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the vendor may be rejected.
  - 6) Quoted prices must include prepaid freight, F.O.B. Destination.
  - 7) Completely fill in all blank spaces on the Submission Worksheet Form.
- J. Quantities: Vendors attention is called to the fact that the estimate of quantities of each item District shown in the RFQ is approximate and is given only as a basis of calculating the award to be made. The right is reserved by to increase or decrease the number of units ordered.
- K. Rejection of RFQs: In addition to grounds for rejection stated elsewhere in law, or in these specifications and conditions, the District may reject an RFQ if:
  - 1) The vendor fails to provide reasonable evidence reasonably requested pursuant to H.
  - 2) The vendor misstates or conceals any material fact in the RFQ, **OR**
  - 3) The RFQ submitted is conditional. An RFQ properly made subject to an escalator clause shall not be deemed conditional.
- L. Forfeiture: If a vendor to whom a contract is awarded refuses to perform the contract as required, the vendor shall be liable for and agrees to pay the District, if demanded of him/her the difference between the price proposed by him/her and the price for which the contract shall be subsequently awarded, including the cost of re-letting if any, and a reasonable attorney's fee incurred in enforcing the agreement. The District may, at its discretion, refuse to accept any quote from the vendor, which failed to execute the original RFQ process.
- M. Identical low Quotes: In the case of identical low quotes from two or more vendors, the District may at its discretion utilize negotiated procurement methods with the tied low vendors for that particular transaction, so long as the price paid does not exceed the original quote.
- N. Single RFQ: In the case where only a single RFQ is received, the District may, at its discretion, negotiate a mutually agreeable contract with the vendor so long as the price paid does not exceed the original quoted pricing.
- O. Withdrawal and Award Deadlines: No vendor may withdraw his/her quote for a period of **thirty (30) days** after the scheduled closing time for the receipt of RFQs'. Once documents have been received by Independent School District #280 all documents become the property of Richfield School District #280. When documents are opened, they become public information and any restrictions put upon the District regarding the sharing of information or duplicating copies after opening will be grounds to reject all quotes.

## Terms and Conditions (cont'd)

- P. **Award Options:** District reserves the right to:
- 1) Award this contract in part or whole to a single vendor
  - 2) Reject any or all RFQs
  - 3) Award contract based on the investigation of vendors, as well as acceptance of alternates, all of which the District deems to be in their best interest
  - 4) Review the financial responsibility of the Vendor
  - 5) Waive informalities or minor irregularities in RFQs and waive minor irregularities or discrepancies in quoting procedure
  - 6) Cancel a contract entered into with the successful vendor at any time, upon 30 days' written notice, to the contract vendor if the District's standards are not met
  - 7) the District is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
  - 8) The District, in determining the lowest responsible vendor, will consider in addition to the RFQ process, the quality, suitability and adaptability of the item(s) to be purchased for the use for which it is intended.
  - 9) The District's prior knowledge of and experience with the vendor's past performance and quality of merchandise offered.
  - 10) Trade-in policy and allowances will be considered where appropriate.
- Q. **Collusion:** Conspiracy between vendors is cause for rejection of all RFQs of vendors thus involved.
- R. **Requirements for Onsite Service Providers:** Vendor employees and contractors who will be providing services on District premises (including delivery driver) must have been subject to a state and federal criminal background check and drug/chemical screening.
- S. **Insurance Requirements:** You will be required to provide proof of insurance as requested by District. Coverage levels described below should be considered MINIMUM requirements.

Insurance	Description	Coverage	Aggregate
Worker's Compensation	State Statutory Employer's Liability	\$500,000	n/a
Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad-Form Property Damage)	Bodily Injury; Property Damage; Combined Single Limit	\$1,000,000 each occurrence	\$2,000,000 aggregate
Blanket Contractual Liability	Bodily Injury; Property Damage; Combined Single Limit	\$1,000,000 each occurrence	\$2,000,000 aggregate
	Personal Injury, with Employment Exclusion Deleted	\$1,000,000 each occurrence	\$2,000,000 aggregate
Comprehensive Automobile Liability	Bodily Injury; Property Damage; Combined Single Limit	\$1,000,000 each occurrence	\$2,000,000 aggregate

- T. **Guarantee:** The successful vendor shall agree to unconditionally guarantee all goods supplied against inferiority as to specifications and conditions. All products delivered to the District shall be packaged under applicable federal, state, and local requirements and shall be delivered fresh and before any freshness coding dates inscribed on the individual packages. Any items, which are rejected by the District because of damage, defect, or spoilage shall be removed and replaced without cost to the District.
- U. **Delivery:** Costs of delivery shall be included in the proposed quoted price.
- V. **Non-Waiver of Specifications and Conditions:** Failure or neglect of the District to require compliance with any term, condition, or specification of the quoting shall not be deemed a waiver of the same.
- W. **Performance/Payment Bond:** The successful vendor shall enter in a formal written contract based on the conditions and specifications as set forth herein. They may also be requested to supply the District, within ten days of notification of award, with a Performance/Payment Bond equal to 100% of the total contract price of \$203,000 which is based on the 2018-2019 usage. If the District deems it necessary for the vendor to submit a Performance/Payment Bond, the award may be subject to and conditional upon delivery and execution of the Performance/Payment Bond.
- X. **Terms of Payment:** Payments will be according to Minnesota Statute 471.425, currently providing for payment within 35 days after receipt of the merchandise or the invoice, whichever comes latest. Nothing in the vendor's, contract, or invoice will override this provision.
- Y. **Taxes:** No direct charge may be made for federal, state, or municipal sales and excise taxes, for which Independent School District #280 is exempt. The quoted price shall not include the amount of any such tax. The vendor shall pay all taxes imposed on any, and all, goods and/or services used so that there will be no liability on the part of the District for any type of tax assessed thereon.
- Minnesota Taxes:** Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Sub 1, Para. (J).
- Excise Taxes:** Instrumentalities of the State of Minnesota are not subject to Federal Excise Taxes. Individual exemption certificates will be furnished upon request if needed by successful vendor(s) to reclaim such charges.
- Z. **Non-Waiver of Specifications and Conditions:** Failure or neglect of the District to require compliance any term, condition, or specification of the quoting shall not be deemed a waiver of the same.
- AA. **HACCP Plan:** The District requires that the Distributor and Manufacturer have a HACCP plan in place prior to awarding this RFQ. The District will require documentation from the Distributor verifying that a written HACCP plan is in place.
- BB. **Confidentiality:** All documents, materials and information supplied to the School District are subject to the Minnesota government data practice act.

## General Specifications

Desc	Specification
Product Specification Sheets	<ul style="list-style-type: none"> <li>Vendor is to provide specification sheets/nutrient analysis of products no later than August 10, 2020.</li> </ul>
Invoicing	<ul style="list-style-type: none"> <li>Invoices must contain: <ul style="list-style-type: none"> <li>Remittance Mailing Address</li> <li>Purchase Order Number</li> <li>Ship-To/Service Location Name and Address</li> </ul> </li> <li>For each Item Invoiced: <ul style="list-style-type: none"> <li>Quantity Sold</li> <li>Unit of Measure</li> <li>Product Number and Description</li> <li>Per Unit Cost</li> <li>Net Cost</li> </ul> </li> <li>Invoices can be sent via mail or email (addresses noted below)</li> <li>Monthly statements are to be mailed to Richfield Public School, Attn. Food Service Department 7001 Harriet Ave S. Richfield MN, 55423 OR emailed to: <a href="mailto:michael.manning@rpsmn.org">michael.manning@rpsmn.org</a> &amp; <a href="mailto:courtney.laduke@rpsmn.org">courtney.laduke@rpsmn.org</a>. The statement is to include copies of all invoices for each site during the month</li> </ul>
Order Submission	<ul style="list-style-type: none"> <li>Online ordering</li> <li>Ability to change/add orders up to 2:00 PM on the business day before delivery.</li> </ul>
Payment Terms	<ul style="list-style-type: none"> <li>Net 35-days (per Minnesota Statute 471.425)</li> </ul>
Payment	<ul style="list-style-type: none"> <li>District PREFERENCE is to utilize a purchasing credit card at no additional fee</li> </ul>
Contact	<ul style="list-style-type: none"> <li>District is to be assigned an account manager for their point of contact</li> </ul>
Reporting	<ul style="list-style-type: none"> <li>Usage totals are to be supplied to the District as deemed necessary. An annual usage report is required to be submitted by July 15 for the previous school year period of 7/1 - 6/30 of each contract year. Usage reports reflecting orders including order numbers, order dates, cost, descriptions, and SKU numbers to be available in a CSV format upon request.</li> </ul>

## Operational Specifications

Desc	Specification
Order Management	<ul style="list-style-type: none"> <li>District will manage inventory levels and submit weekly orders via email with item descriptions and quantities by site. Orders will be submitted at a minimum of one (1) day prior to delivery.</li> </ul>
Climate Controls	<ul style="list-style-type: none"> <li>District orders must be delivered on climate-controlled delivery vehicles.</li> <li>At the time of delivery, the Food Service staff will take the temperature of the milk with a calibrated thermometer. This temperature will be logged with every delivery. If the <b>temperature is greater than 41 degrees the milk will be rejected</b> as per the rejection protocol, mutually agreed upon between the vendor and the Child Nutrition Office.</li> </ul>
Delivery Terms	<ul style="list-style-type: none"> <li>Deliveries must be completed during working hours and before 10:30 a.m.</li> <li>Delivery cases will be required to be placed in the respective coolers in each building and the stock rotated, in the presence of and acknowledged in writing, by a District employee.</li> <li>Vendor must pick up individual milk cartons upon expiration date ((legible code dates)</li> <li>Vendor will supply clean cartons that are properly sealed and non-leaking</li> <li>Vendor will replace all leakers</li> <li>Vendor will supply well maintained, clean and sanitized plastic cases and crates</li> <li>District will not be responsible for replacement of lost or damaged plastic cases or crates</li> </ul>
Delivery Guarantee	<ul style="list-style-type: none"> <li>Deliveries are to be in accordance with quantities as specified by the District Director of Child Nutrition.</li> <li>The Distributor must guarantee at least a 98% fill rate for all orders. If the Distributor fails to deliver any item as listed on the District Order Guide within the prescribed timelines, the District reserves the right to cancel the order and purchase the item(s) on the open market and request payment for the difference between the contract price and the price the District pays on the open market.</li> <li>A substitution approval process must be determined between the District and the Distributor before the contract will be implemented.</li> </ul>
Delivery Routing	<ul style="list-style-type: none"> <li>The District will work directly with the Distributor to develop the most efficient and least interruptive delivery route to all sites. All delivery scheduling/arrangements require approval from Food Service Director.</li> </ul>
Delivery Personnel	<ul style="list-style-type: none"> <li>All personnel delivering merchandise to the District sites must wear uniforms identifying the name of the vendor OR the name of the common carrier.</li> </ul>



## Operational Specifications (cont.)

Desc	Specification
<b>HACCP Program</b> (Hazard Analysis Critical Control Point)	<ul style="list-style-type: none"> <li>HACCP is a national system of food control based on prevention. HACCP is a logical systematic evaluation of all aspects of food safety from raw material procurement, through processing and distribution to final use by the consumer. All types of food safety hazards are considered as part of the HACCP System: biological, chemical, and physical. This program ensures that all products meet customer and regulatory standards compositionally and microbiologically. Milk purchased by ISD #280 must come from a plant with a HACCP Program in place to assure quality and safety. <b><u>Documentation is to be provided with the RFQ Packet ensuring HACCP Program is in place.</u></b></li> </ul>
<b>IMS</b> (interstate Milk Shippers)	<p>Certification is by the State of Minnesota Milk Sanitation authorities for having attained milk sanitation compliance ratings. Ratings are based on compliance with the requirements of the U.S. Department of Health and Human Services and Food and Drug Administration's Grade A Pasteurized Milk Ordinance. IMS certification is required to ship any product out of the state. <b><u>If IMS certified, provide documentation with RFQ Packet.</u></b></p>
<b>ASI Certified</b>	<ul style="list-style-type: none"> <li>American Sanitation Institute is a safety consultant to food processing plants. They conduct inspections based on GMP's (Good Manufacturing Practices). <b><u>If ASI certified, provide documentation with RFQ Packet.</u></b></li> </ul>
<b>Mosley Test</b>	<ul style="list-style-type: none"> <li>Vendor must have demonstrated satisfactory bacteria count on a five-day (Mosley test) per Dairy Control</li> </ul>
<b>Contract/Label Specifications</b>	<ul style="list-style-type: none"> <li>State weights and measures representatives may test all products obtained under contract. The School District will exercise the following measures when products do not meet either contract or label specifications: <ul style="list-style-type: none"> <li>° Cash restitution or in-kind replacement, at the School District's discretion, for the total lot which failed.</li> <li>° Payment for the value of all meals that the School District served, which failed to contain the minimum quantities and components required of a reimbursable meal under the Child Nutrition Programs because the supplier produced short-weighted products.</li> <li>° A notice that repeated instances of products failing to contain required quantities is a material breach of the contract that may result in contract termination for cause.</li> <li>° All costs resulting from termination for cause must be borne by the contractor.</li> </ul> </li> </ul>
<b>Guarantee</b>	<ul style="list-style-type: none"> <li>The vendor shall guarantee all products quoted for the term of the contract. Milk bottles and/or cartons must be clean, sealed, and non-leaking. Milk crates must be well maintained, clean and sanitized. Failure to comply will constitute minor incidents of non-performance. The District will charge the Dairy Provider \$100.00 per minor incident or the actual, identified loss to the District, whichever is greater, without providing notice of Default and opportunity to cure. Listed below are some of the conditions that shall constitute minor incidents of non-performance: <ul style="list-style-type: none"> <li>° Failure to perform service under terms of specifications and contract</li> <li>° Failure to provide properly sealed and clean plastic bottles or cartons</li> <li>° Failure to provide clean and sanitary milk crates</li> </ul> </li> </ul>
<b>Violations</b>	<ul style="list-style-type: none"> <li>Unreasonable and continuing violations of any terms, conditions or clauses included in this specification shall constitute a material breach of this contract.</li> </ul>
<b>Plan of Action</b>	<ul style="list-style-type: none"> <li>The awarded supplier must provide a plan of action in the event of unforeseen circumstances which prevents the supply and/or deliveries of milk. This plan must outline how milk will be provided to the schools so there is no interruption of service.</li> </ul>

## Delivery Addresses and Schedules

Site	Address	Delivery Days	Delivery Window
Centennial Elementary	7315 Bloomington Avenue South, Richfield, MN 55423	Mon/Wed/Fri	06:30 - 10:00
Richfield Dual Language	7001 Elliot Avenue South, Richfield, MN 55423	Mon/Wed/Fri	06:30 - 10:00
Richfield High	7001 Harriet Avenue South, Richfield, MN 55423	Mon/Wed/Fri	06:30 - 10:00
Richfield Middle	7461 Oliver Avenue South, Richfield, MN 55423	Mon/Wed/Fri	06:30 - 10:00
Richfield STEM	7020 12 <sup>th</sup> Avenue South, Richfield, MN 55423	Mon/Wed/Fri	06:30 - 10:00
Sheridan Hills Elementary	6400 Sheridan Avenue South, Richfield, MN 55423	Mon/Wed/Fri	06:30 - 10:00

The number of sites may increase or decrease during the term of the contract

Note: Delivery days/times may be negotiable with Food & Nutrition Director

## Product Specifications & Estimated Annual Usage (by site)

Note: Quantities may vary according to demand and are to be used as an estimate only.

School/Site	Item #	Item Description	U/M	Qty
Centennial Elementary		1% Milk, ECO	Half Pint	21,950
Centennial Elementary		Skim Milk, ECO	Half Pint	2,550
Centennial Elementary		Chocolate Skim Milk, ECO	Half Pint	27,900
Centennial Elementary		Lactose FF Milk	Half Pint	18
Richfield Dual Language		1% Milk, ECO	Half Pint	21,600
Richfield Dual Language		Skim Milk, ECO	Half Pint	1,400
Richfield Dual Language		Chocolate Skim Milk, ECO	Half Pint	34,200
Richfield Dual Language		Lactose FF Milk	Half Pint	414
Richfield Dual Language		Lactose Free Skim	Quart	12
Richfield High		1% Milk, ECO	Half Pint	32,550
Richfield High		Skim Milk, ECO	Half Pint	1,600
Richfield High		Chocolate Skim Milk, ECO	Half Pint	65,600
Richfield High		1% Milk	Gallon	10
Richfield High		Sour Cream	5#	5
Richfield Middle		1% Milk, ECO	Half Pint	24,750
Richfield Middle		Skim Milk, ECO	Half Pint	400
Richfield Middle		Chocolate Skim Milk, ECO	Half Pint	57,600
Richfield Middle		Lactose FF Milk	Half Pint	432
Richfield STEM		1% Milk, ECO	Half Pint	21,500
Richfield STEM		Skim Milk, ECO	Half Pint	8,250
Richfield STEM		Chocolate Skim Milk, ECO	Half Pint	42,350
Richfield STEM		Lactose FF Milk	Half Pint	144
Sheridan Hills Elementary		1% Milk, ECO	Half Pint	3,200
Sheridan Hills Elementary		Skim Milk, ECO	Half Pint	14,484
Sheridan Hills Elementary		Chocolate Skim Milk, ECO	Half Pint	27,550
Sheridan Hills Elementary		Lactose FF Milk	Half Pint	252

## RFQ Submission Worksheet

### Your Company Information

Distributor Name		Contact Name	
Address		City	
State		Zip	
Acknowledge # of Addendums Received		Total Amount of RFQ	
Authorized Signature			
Date			

### References

	Organization	Contact Name	Contact Phone	Contact Email
Reference #1				
Reference #2				

### Qualifications Checklist

Response (Y/N)

Have you reviewed and agreed to all specifications, requirements, terms, and conditions stated in this agreement? (Y/N)	
Will you meet all insurance requirements? (Y/N)	
Will you meet all background check requirements? (Y/N)	
Will your proposed solution meet all General/Operational/Delivery Specifications? (Y/N)	

**RFQ Questions/Data**

Questions	Your Response
Are you authorized to do business with Minnesota Public Schools? (Y/N)	
Do you accept credit card payment? (Y/N) What fee, if any, do you charge for credit card payment?	
Explain the basis for your proposed pricing program	
How can the District audit the contracted price to the invoiced price through this basis?	
Your submitted price is to include delivery. Are there any other fees or charges the District could be invoiced for? (Y/N) If yes, please describe	
Describe how/when your organization communicates information to the District that impacts product quality, availability, and pricing.	
How is spoilage or damaged product handled?	
Do you have a process for year-end remaining milk products at sites?	
Please provide the name of the account manager that will be assigned to the District.	

## RFQ Submission Worksheet

### Product Pricing Quote

Product Description	U/M Desc/Size	Est. 12M Usage	Proposed Description (including brand)	Adjustable Price	Firm Price
1% Milk, ECO	Half Pint	126,550			
Skim Milk, ECO	Half Pint	28,684			
Chocolate Skim Milk, ECO	Half Pint	255,200			
Lactose FF Milk	Half Pint	1,260			
1% Milk	Gallon	10			
Sour Cream	5#	5			
Lactose Fee Skim Milk	Quart	12			

**\$0.0006. The e based on the Federal Market Order – Class I price of raw milk**

#### PRICING:

Pricing may be submitted for Firm Price only OR for Adjustable Price only

**OR**

Pricing may be submitted for Firm and Adjustable Pricing.

#### PRICING DEFINITION:

**Firm Price** – Firm prices shall be in terms of a firm price per ½ pint of milk as specified for the 2020-2021 school year. Firm prices shall be in terms of the maximum amount per ½ pint.

**Adjustable Price (Escalation Claus)** – Adjustable prices shall be in terms of the following escalation factors as specified for the 2020-2021 school year per ½ pint of milk as an alternate to the Firm Price:

Whenever the price of the raw milk increases or decreases a full \$.10 per hundred weight based on the Federal Market Price, the price per unit (1/2 pint) will be adjusted upward or downward by \$0.0006, the e based on the Federal Market Order – Class I price of raw milk. The Bid price is to be based on the Federal Market Order – Class I price of raw milk in effect on March 1, 2020.

Price increases or decreases are to be submitted to the Child Nutrition Director in writing, along with the proof of a \$.10 price increase or decrease per hundred weight of raw milk, before escalated or de-escalated prices will be approved.



**AFFIDAVIT OF NON-COLLUSION FORM**  
**RICHFIELD SCHOOL DISTRICT**

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if responder is an individual), partner in the responder (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response or responses have been arrived at by the responder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common source of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to respond designed to limit independent response or competition;
3. That the contents of the response or responses have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder of its surety on any bond furnished with the response or responses, and will not be communicated to any such person prior to the official review of the response or responses; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

SUBMITTED BY:

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Date \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

## RFQ Summary Report

### General Information

<b>Organization:</b>	ISD# 280 – Richfield Schools	<b>Date:</b>	5/27/2020
<b>Department:</b>	Food and Nutrition	<b>Category:</b>	Milk/Dairy Products

### Process Notes

Component	Note
Process used	<ul style="list-style-type: none"> <li>Request for Quote (RFQ)</li> </ul>
Vendors contacted	<ul style="list-style-type: none"> <li>St. Paul Beverage Solutions</li> <li>Prairie Farms (formerly Dean Foods)</li> <li>Hegers Dairy</li> <li>Kemps LLC</li> <li>Land of Lakes</li> <li>Plainview Milk Products Cooperative</li> <li>US Foods</li> </ul>
Vendors Responding	<ul style="list-style-type: none"> <li>Kemps LLC</li> <li>Plainview Milk Products Cooperative</li> <li>Prairie Farms</li> </ul>

### Contact Information

Company Name	Contact Name
St. Paul Beverage Solutions	Bob Lagermeier
Prairie Farms	Carolyn Erchul
Heger's Dairy	Matt Heger
Kemps	Dick Jensen
Plainview Dairy	Fred Berndt
US Foods	Krysta Swanson

### References

Company Name	Reference #1	Reference #2
Beverage Solutions		
Prairie Farms	NSP-Maplewood-Oakdale School District Paula Pohlkamp – 651-748-7531	St. Francis School District Wendy Klobe – 763-753-7061
Heger's Dairy		
Kemps	Eden Prairie School District Roxann Roushar – 952-975-8051	St. Michael-Albertville School District Dolores Helgeson – 763-497-3180
Plainview Dairy	Lakeville Public School District Gayle Smalley-Radar – 952-232-2063	Northfield Public School District Stephany Stromme – 507-645-3432
US Foods		

## Qualifications Comparison

Company Name	Beverage Solutions	Prairie Farms	Heger's Dairy	Kemps	Plainview Dairy	US Foods
Have you reviewed and agreed to all specifications, requirements, terms, and conditions stated in this agreement? (Y/N)		N See comments on submittal		Y With exceptions	Y	
Will you meet all insurance requirements? (Y/N)		Y		Y	Y	
Will you meet all background check requirements? (Y/N)		Y		Y	Y	
Will your proposed solution meet all General/Operational/Delivery Specifications? (Y/N)		N See comments on submittal		Y	Y	

## Question Responses

Company Name	Beverage Solutions	Prairie Farms	Heger's Dairy	Kemps	Plainview Dairy	US Foods
Are you authorized to do business with Minnesota Public Schools? (Y/N)		Y		Y	Y	
Do you accept credit card payment? (Y/N)		Y		N	N	
What fee, if any, do you charge for credit card payment? (% or \$)		NO FEE		N/A	N/A	
Explain the basis for your proposed pricing program		Full explanation attached		March 2020 Escalator	The proposed pricing is based on the attached escalator and includes all regular scheduled delivery costs.	



## Question Responses (cont'd)

Company Name	Beverage Solutions	Prairie Farms	Heger's Dairy	Kemps	Plainview Dairy	US Foods
How can the District audit the contracted price to the invoiced price through this basis?		Back up provided upon request		Kemps can send escalator clause each month to verify the half pint market changes each month	We can email the pricing along with the UMMA price sheet that is released monthly for comparison to the monthly invoices.	
Your submitted price is to include delivery. Are there any other fees or charges the District could be invoiced for? (Y/N)		N		N	No fees for regular scheduled deliveries	
If yes, please describe.		N/A		N/A	\$100.00 delivery fee would apply to any special emergency deliveries that are requested outside of the agreed upon delivery schedule.	
Describe how/when your organization communicates information to the District that impacts product quality, availability, and pricing.		Pricing is monthly. Account Manager is to report and communicate any issues.		Monthly pricing by e-mail	We will notify via email, sending to all locations receiving the order confirmations, any issues regarding product availability that we are aware of. Monthly pricing can be emailed to the district coordinator.	
How is spoilage or damaged product handled?		Explanation of steps taken to resolve Immediately upon learning – need cartons for review at plant; Immediate steps taken to improve; Full credit; Report info on product carton.		Credit issued on all manufactured defects and short coded product at time of delivery.	Product is to be disposed of at the location. Pictures of the product for damages should be forwarded to <a href="mailto:reshia@plainviewmilk.com">reshia@plainviewmilk.com</a>	
Do you have a process for year-end remaining milk products at sites? (Y/N)		School will manage to reasonable number; Driver to return to retrieve crates and milk pricing reflects P/U of year-end milk.		No	Each site would be responsible for disposal of the leftover milk that they have ordered. Donating to your local food shelf is a great way to give back and reduce waste.	
Please provide the name of the account manager that will be assigned to the District.		Carolyn Erchul		Dick Jensen	Reshia Gogerty	

## Proposed Product Comparison

Product Description	Beverage Solutions	Prairie Farms	Heger's Dairy	Kemps	Plainview Dairy	US Foods
1% Milk, ECO		Prairie Farms and Land O'Lakes		Kemps	Valley View Farms	
Skim Milk, ECO		Prairie Farms and Land O'Lakes		Kemps	Valley View Farms	
Chocolate Skim Milk, ECO		Prairie Farms and Land O'Lakes		Kemps	Valley View Farms	
Lactose FF Milk		Prairie Farms and Land O'Lakes		Lactaid Lactose	Mulu Lactose Free	
1% Milk		Prairie Farms and Land O'Lakes		Kemps	Valley View Farms	
Sour Cream		Prairie Farms and Land O'Lakes		Kemps	Westby Creamery	
Lactose Fee Skim Milk		Prairie Farms and Land O'Lakes		N/A	Discontinued	

## Firm Pricing Comparison

Product Description	U/M Desc/Size	Est. 12M Usage	Beverage Solutions	Prairie Farms	Heger's Dairy	Kemps	Plainview Dairy	US Foods
1% Milk, ECO	Half Pint	126,550						
Skim Milk, ECO	Half Pint	28,684						
Chocolate Skim Milk, ECO	Half Pint	255,200						
Lactose FF Milk	Half Pint	1,260						
1% Milk	Gallon	10						
Sour Cream	5#	5						
Lactose Fee Skim Milk	Quart	12						

# Adjustable Pricing Comparison

Product Description	U/M Desc/Size	Est. 12M Usage	Beverage Solutions	Prairie Farms	Heger's Dairy	Kemps	Plainview Dairy	US Foods
1% Milk, ECO	Half Pint	126,550		.2175		.250	0.2045	
Skim Milk, ECO	Half Pint	28,684		.2135		.246	0.2045	
Chocolate Skim Milk, ECO	Half Pint	255,200		.2255*		.255	0.2185	
Lactose FF Milk	Half Pint	1,260		.65		.689	0.64	
1% Milk	Gallon	10		3.59		3.456	3.25	
Sour Cream	5#	5		7.90		7.335	9.25	
Lactose Free Skim Milk	Quart	12		2.85**		-----	-----	

\*Prairie Farms substituted 1% chocolate milk vs. chocolate skim milk

\*\*Prairie Farms substituted half gallon vs. quart for the Lactose Free Skim Milk



To: ISD #280 RICHFIELD SCHOOL DISTRICT  
From: DICK JENSEN/REGIONAL SALES MANAGER  
Re: BID PROCESS  
Date: MAY 27, 2020

We'd like to thank you for giving Kemps the opportunity to participate in the ISD #280 bid process. Please see below as it relates to our company insight as well as additional info/addendum:

**Company Insight:**

Our business started over 106 years ago and we're still living the same values and delivering the same high-quality dairy products as we did when we were founded back in 1914

**Additional Info/Addendum:**

1. Worksheets completed and signed
2. Affidavit re: Non-Collusion (will provide upon acceptance of bid)
3. HACCP, Letter of Guarantee, Spec Sheets, IMS Letter, COI (will provide upon acceptance of bid)
4. Do not agree with "guarantee clause" (page 6). See red line on worksheet
5. Do not agree with "delivery guarantee" (page 5). See red line on worksheet
6. Credit will be issued for all manufactured defects and or shortages

Questions or concerns, or if anything else is needed, please feel free to reach out to me directly.

Sincerely,

Dick Jensen

612.597.7139

dick.jensen@kemps.com

## Opportunity Overview

ISD #280 - Richfield School District is seeking quotes to secure a single source contract for 2020 Milk & Dairy Products.

Please review this document for information about specifications and requirements, and the submission worksheet.

Quantity estimates provided are an estimation based on 2018 - 2019 usage patterns. Current milk brand is provided as an example of quality expectation. You do NOT have to propose the same product, but your RFQ submitted should feature products of equal quality, taste, and nutrition.

The annual value of these purchases is estimated at \$85,000.00

## Contract Terms

The Contract term will be for one (1) year, effective July 1, 2020 through June 30, 2021. The District reserves the right to renew the contract for three additional one-year terms upon mutual agreement by both parties, no later than April 30, in each renewal year of 2021, 2022 and 2023. Contract term is stated as 1+1+1+1 with the final renewal contract period being July 1, 2023 through June 30, 2024.

Unless stated otherwise elsewhere in the specifications, no renewal or extension can be made by the District unless the original terms of the contract remain the same during the renewal or extension period. The District will contact the vendor in April prior to the contract termination date or extension. Agreement to renew the contract must be reached and agreed upon by April 30 in each renewal year. When the contract is not renewed, the District shall not be liable for products pre-ordered by the vendor.

This contract also includes a thirty (30) day notice of cancellation if District's standards are not met.

## RFQ Process

1. Review the Terms and Conditions to confirm eligibility
2. Vendor must be approved/eligible to business with Minnesota Schools
3. Review all data, specifications, and requirements found in this document
  - Terms and Conditions
  - Detailed General and Operational Specifications and Requirements for 2020 Milk & Dairy Products
  - Product Specifications and Estimated Usage
4. Confirm interest in participation via email ([vkornegor@catalyst sourcing.com](mailto:vkornegor@catalyst sourcing.com))
  - Responses that include interpretations, classifications, modifications, and supplemental instructions in the form of written addenda will be provided via email to all Distributors who confirmed interest in participating **no later than 5/11/2020**
    - *The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Distributor. It is the Distributor's responsibility to bring all discrepancies, ambiguities, omissions, or matters that need clarification to the District's attention.*
5. Questions can be submitted via email to: [vkornegor@catalyst sourcing.com](mailto:vkornegor@catalyst sourcing.com)
  - All questions will be consolidated, reviewed with the Food & Nutrition team, and feedback will be provided to all participants via email.
  - **The deadline for question submission will be question will be 5/15/2020 at 10:00 AM (CDT)**

## RFQ Submission Requirements

RFQ's submitted are to include:

- o Completed and signed RFQ Submission Worksheets (included in this packet)
- o Affidavit of Non-Collusion
- o Pricing
  - Pricing Explanation:
    - Firm Price – Prices shall be in terms of a firm price per ½ pint of milk as specified for the 2020-2021 school year. RFQ prices shall be in terms of the maximum amount per ½ pint.
    - Adjustable Price (Escalation Claus) – Prices shall be in terms of the following escalation factors as specified for the 2020-2021 school year per ½ pint of milk as an alternate to the Firm Price:
      - Whenever the price of raw milk increases or decreases a full \$.10 per hundred weight based on the Federal Market Price, the price per unit (1/2 pint) will be adjusted upward or downward by \$0.0006. The price is to be based on the Federal Market Order – Class I price of raw milk in effect on March 1, 2020.
- o Explanation/Basis of your pricing program including any price escalators/de-escalators
- o Delivery charges must be included in pricing or clearly stated otherwise
- o Any additional information about your organization, proposed items, etc.

**RFQs' are due on 5/28/2020 at 10:30 A.M. (CDT)**

Submit your RFQ electronically via email to [vkornegor@catalyst sourcing.com](mailto:vkornegor@catalyst sourcing.com)

## Process Timelines

Process Step	Date
RFQ documentation available	5/4/2020
Deadline to confirm participation	5/11/2020
Deadline to submit questions	5/15/2020 10:00 AM (CDT)
<b>RFQ Due</b>	5/28/2020 10:30 AM (CDT)
Contract Awarded	6/10/2020

## Selection Criteria

Criteria	Weight %
Price	40%
Ability to meet the specifications described in the RFQ document	20%
Experience of vendor in industry/ Reputation/References	15%
Availability of required products	20%
Any other factors which are pertinent as may be determined by District	5%

## Terms and Conditions

- A. Eligibility & Compliance with Federal and State Law - Vendor must assure District that they have complied with all applicable Federal and State laws, regulations, and rules. All projects are subject to compliance with the prevailing wage schedule issued by the Minnesota Department of Labor and Industry."
- B. Invitation: The invitation to submit a quote, which is attached hereto, and everything contained therein is adopted by reference and made part of these specifications and conditions.
- C. Contract Duration and Options: Contract term is for one (1) year, effective July 1, 2020 through June 30, 2021. The District reserves the right to renew the contract for three additional one-year terms upon mutual agreement by both parties no later than April 30 in each renewal year of 2021, 2022 and 2023. Contract term is stated as 1+1+1+1 with the final renewal contract period being July 1, 2023 through June 30, 2024. Unless stated otherwise elsewhere in the specifications, no renewal or extension can be made by the District unless the original terms of the contract remain the same during the renewal or extension period. This contract also includes a thirty (30) day notice of cancellation if District's standards are not met.
- D. General Criteria for Award: After taking into consideration conformity/performance with the specifications, terms of delivery and other conditions imposed in the RFQ, an award shall be made to the lowest responsible vendor.
- E. Service Facilities: In considering the equipment, supplies, materials and/or services quoted, the District will take into account past performance of the vendor and the service and maintenance facilities provided by the vendor.
- F. Writing: Within ten days of the award, persons having authority to contract for the parties shall duly execute a formal contract covering the subject matter of the RFQ.
- G. Form of RFQ: The RFQ must be submitted on the form prescribed by the District, which is contained in these specifications, and copies of which are available by contacting [vkornegor@catalyst sourcing.com](mailto:vkornegor@catalyst sourcing.com)
- H. Vendor Qualifications: The District reserves the right to refuse to consider the quote of a vendor who is not known to be reliable, skilled, and regularly engaged in providing the service and goods for which they were invited. In addition, the District may require of any vendor evidence satisfactory to the District, of the vendor's financial responsibility, and ability to efficiently, economically, and satisfactorily perform the services and deliver the goods required by the District. The District may consider the foregoing factors in determining the lowest responsible vendor.
- I. Preparation and Submission of RFQ:
  - 1) Submit RFQ, including attachments, on the prescribed forms, which are furnished with the specifications.
  - 2) Do not stipulate any other conditions or alternates of qualifications.
  - 3) Owner will not accept any condition not contained in specifications or other documents.
  - 4) A response may be rejected if it is conditional or incomplete.
  - 5) Responses that contain conflicting false or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the vendor may be rejected.
  - 6) Quoted prices must include prepaid freight, F.O.B. Destination.
  - 7) Completely fill in all blank spaces on the Submission Worksheet Form.
- J. Quantities: Vendors attention is called to the fact that the estimate of quantities of each item District shown in the RFQ is approximate and is given only as a basis of calculating the award to be made. The right is reserved by to increase or decrease the number of units ordered.
- K. Rejection of RFQs: In addition to grounds for rejection stated elsewhere in law, or in these specifications and conditions, the District may reject an RFQ if:
  - 1) The vendor fails to provide reasonable evidence reasonably requested pursuant to H.
  - 2) The vendor misstates or conceals any material fact in the RFQ, **OR**
  - 3) The RFQ submitted is conditional. An RFQ properly made subject to an escalator clause shall not be deemed conditional.
- L. Forfeiture: If a vendor to whom a contract is awarded refuses to perform the contract as required, the vendor shall be liable for and agrees to pay the District, if demanded of him/her the difference between the price proposed by him/her and the price for which the contract shall be subsequently awarded, including the cost of re-letting if any, and a reasonable attorney's fee incurred in enforcing the agreement. The District may, at its discretion, refuse to accept any quote from the vendor, which failed to execute the original RFQ process.
- M. Identical low Quotes: In the case of identical low quotes from two or more vendors, the District may at its discretion utilize negotiated procurement methods with the tied low vendors for that particular transaction, so long as the price paid does not exceed the original quote.
- N. Single RFQ: In the case where only a single RFQ is received, the District may, at its discretion, negotiate a mutually agreeable contract with the vendor so long as the price paid does not exceed the original quoted pricing.
- O. Withdrawal and Award Deadlines: No vendor may withdraw his/her quote for a period of **thirty (30) days** after the scheduled closing time for the receipt of RFQs'. Once documents have been received by Independent School District #280 all documents become the property of Richfield School District #280. When documents are opened, they become public information and any restrictions put upon the District regarding the sharing of information or duplicating copies after opening will be grounds to reject all quotes.

## Terms and Conditions (cont'd)

- P. Award Options: District reserves the right to:
- 1) Award this contract in part or whole to a single vendor
  - 2) Reject any or all RFQs
  - 3) Award contract based on the investigation of vendors, as well as acceptance of alternates, all of which the District deems to be in their best interest
  - 4) Review the financial responsibility of the Vendor
  - 5) Waive informalities or minor irregularities in RFQs and waive minor irregularities or discrepancies in quoting procedure
  - 6) Cancel a contract entered into with the successful vendor at any time, upon 30 days' written notice, to the contract vendor if the District's standards are not met
  - 7) the District is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
  - 8) The District, in determining the lowest responsible vendor, will consider in addition to the RFQ process, the quality, suitability and adaptability of the item(s) to be purchased for the use for which it is intended.
  - 9) The District's prior knowledge of and experience with the vendor's past performance and quality of merchandise offered.
  - 10) Trade-in policy and allowances will be considered where appropriate.
- Q. Collusion: Conspiracy between vendors is cause for rejection of all RFQs of vendors thus involved.
- R. Requirements for Onsite Service Providers: Vendor employees and contractors who will be providing services on District premises (including delivery driver) must have been subject to a state and federal criminal background check and drug/chemical screening.
- S. Insurance Requirements: You will be required to provide proof of insurance as requested by District. Coverage levels described below should be considered MINIMUM requirements.

Insurance	Description	Coverage	Aggregate
Worker's Compensation	State Statutory Employer's Liability	\$500,000	n/a
Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad-Form Property Damage)	Bodily Injury; Property Damage; Combined Single Limit	\$1,000,000 each occurrence	\$2,000,000 aggregate
Blanket Contractual Liability	Bodily Injury; Property Damage; Combined Single Limit	\$1,000,000 each occurrence	\$2,000,000 aggregate
	Personal Injury, with Employment Exclusion Deleted	\$1,000,000 each occurrence	\$2,000,000 aggregate
Comprehensive Automobile Liability	Bodily Injury; Property Damage; Combined Single Limit	\$1,000,000 each occurrence	\$2,000,000 aggregate

- T. Guarantee: The successful vendor shall agree to unconditionally guarantee all goods supplied against inferiority as to specifications and conditions. All products delivered to the District shall be packaged under applicable federal, state, and local requirements and shall be delivered fresh and before any freshness coding dates inscribed on the individual packages. Any items, which are rejected by the District because of damage, defect, or spoilage shall be removed and replaced without cost to the District.
- U. Delivery: Costs of delivery shall be included in the proposed quoted price.
- V. Non-Waiver of Specifications and Conditions: Failure or neglect of the District to require compliance with any term, condition, or specification of the quoting shall not be deemed a waiver of the same.
- W. Performance/Payment Bond: The successful vendor shall enter in a formal written contract based on the conditions and specifications as set forth herein. They may also be requested to supply the District, within ten days of notification of award, with a Performance/Payment Bond equal to 100% of the total contract price of \$203,000 which is based on the 2018-2019 usage. If the District deems it necessary for the vendor to submit a Performance/Payment Bond, the award may be subject to and conditional upon delivery and execution of the Performance/Payment Bond.
- X. Terms of Payment: Payments will be according to Minnesota Statute 471.425, currently providing for payment within 35 days after receipt of the merchandise or the invoice, whichever comes latest. Nothing in the vendor's, contract, or invoice will override this provision.
- Y. Taxes: No direct charge may be made for federal, state, or municipal sales and excise taxes, for which Independent School District #280 is exempt. The quoted price shall not include the amount of any such tax. The vendor shall pay all taxes imposed on any, and all, goods and/or services used so that there will be no liability on the part of the District for any type of tax assessed thereon.
- Minnesota Taxes: Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Sub 1, Para. (J).
- Excise Taxes: Instrumentalities of the State of Minnesota are not subject to Federal Excise Taxes. Individual exemption certificates will be furnished upon request if needed by successful vendor(s) to reclaim such charges.
- Z. Non-Waiver of Specifications and Conditions: Failure or neglect of the District to require compliance any term, condition, or specification of the quoting shall not be deemed a waiver of the same.
- AA. HACCP Plan: The District requires that the Distributor and Manufacturer have a HACCP plan in place prior to awarding this RFQ. The District will require documentation from the Distributor verifying that a written HACCP plan is in place.
- BB. Confidentiality: All documents, materials and information supplied to the School District are subject to the Minnesota government data practice act.



## General Specifications

Desc	Specification
Product Specification Sheets	<ul style="list-style-type: none"> <li>Vendor is to provide specification sheets/nutrient analysis of products no later than August 10, 2020.</li> </ul>
Invoicing	<ul style="list-style-type: none"> <li>Invoices must contain: <ul style="list-style-type: none"> <li>Remittance Mailing Address</li> <li>Purchase Order Number</li> <li>Ship-To/Service Location Name and Address</li> </ul> </li> <li>For each Item Invoiced: <ul style="list-style-type: none"> <li>Quantity Sold</li> <li>Unit of Measure</li> <li>Product Number and Description</li> <li>Per Unit Cost</li> <li>Net Cost</li> </ul> </li> <li>Invoices can be sent via mail or email (addresses noted below)</li> <li>Monthly statements are to be mailed to Richfield Public School, Attn. Food Service Department 7001 Harriet Ave S. Richfield MN, 55423 OR emailed to: <a href="mailto:michael.manning@rpsmn.org">michael.manning@rpsmn.org</a> &amp; <a href="mailto:courtney.laduke@rpsmn.org">courtney.laduke@rpsmn.org</a> The statement is to include copies of all invoices for each site during the month</li> </ul>
Order Submission	<ul style="list-style-type: none"> <li>Online ordering</li> <li>Ability to change/add orders up to 2:00 PM on the business day before delivery.</li> </ul>
Payment Terms	<ul style="list-style-type: none"> <li>Net 35-days (per Minnesota Statute 471.425)</li> </ul>
Payment	<ul style="list-style-type: none"> <li>District PREFERENCE is to utilize a purchasing credit card at no additional fee</li> </ul>
Contact	<ul style="list-style-type: none"> <li>District is to be assigned an account manager for their point of contact</li> </ul>
Reporting	<ul style="list-style-type: none"> <li>Usage totals are to be supplied to the District as deemed necessary. An annual usage report is required to be submitted by July 15 for the previous school year period of 7/1 - 6/30 of each contract year. Usage reports reflecting orders including order numbers, order dates, cost, descriptions, and SKU numbers to be available in a CSV format upon request.</li> </ul>

## Operational Specifications

Desc	Specification
Order Management	<ul style="list-style-type: none"> <li>District will manage inventory levels and submit weekly orders via email with item descriptions and quantities by site. Orders will be submitted at a minimum of one (1) day prior to delivery.</li> </ul>
Climate Controls	<ul style="list-style-type: none"> <li>District orders must be delivered on climate-controlled delivery vehicles.</li> <li>At the time of delivery, the Food Service staff will take the temperature of the milk with a calibrated thermometer. This temperature will be logged with every delivery. If the <b>temperature is greater than 41 degrees the milk will be rejected</b> as per the rejection protocol, mutually agreed upon between the vendor and the Child Nutrition Office.</li> </ul>
Delivery Terms	<ul style="list-style-type: none"> <li>Deliveries must be completed during working hours and before 10:30 a.m.</li> <li>Delivery cases will be required to be placed in the respective coolers in each building and the stock rotated, in the presence of and acknowledged in writing, by a District employee.</li> <li>Vendor must pick up individual milk cartons upon expiration date ((legible code dates)</li> <li>Vendor will supply clean cartons that are properly sealed and non-leaking</li> <li>Vendor will replace all leakers</li> <li>Vendor will supply well maintained, clean and sanitized plastic cases and crates</li> <li>District will not be responsible for replacement of lost or damaged plastic cases or crates</li> </ul>
Delivery Guarantee	<ul style="list-style-type: none"> <li>Deliveries are to be in accordance with quantities as specified by the District Director of Child Nutrition.</li> <li>The Distributor must guarantee at least a 98% fill rate for all orders. If the Distributor fails to deliver any item as listed on the District Order Guide within the prescribed timelines, the District reserves the right to cancel the order and purchase the item(s) on the open market and request payment for the difference between the contract price and the price the District pays on the open market.</li> <li>A substitution approval process must be determined between the District and the Distributor before the contract will be implemented.</li> </ul>
Delivery Routing	<ul style="list-style-type: none"> <li>The District will work directly with the Distributor to develop the most efficient and least interruptive delivery route to all sites. All delivery scheduling/arrangements require approval from Food Service Director.</li> </ul>
Delivery Personnel	<ul style="list-style-type: none"> <li>All personnel delivering merchandise to the District sites must wear uniforms identifying the name of the vendor OR the name of the common carrier.</li> </ul>

## Operational Specifications (cont.)

Desc	Specification
<b>HAACP Program (Hazard Analysis Critical Control Point)</b>	<ul style="list-style-type: none"> <li>HAACP is a national system of food control based on prevention. HACCP is a logical systematic evaluation of all aspects of food safety from raw material procurement, through processing and distribution to final use by the consumer. All types of food safety hazards are considered as part of the HACCP System: biological, chemical, and physical. This program ensures that all products meet customer and regulatory standards compositionally and microbiologically. Milk purchased by ISD #280 must come from a plant with a HACCP Program in place to assure quality and safety. <b><u>Documentation is to be provided with the RFQ Packet ensuring HACCP Program is in place.</u></b></li> </ul>
<b>IMS (Interstate Milk Shippers)</b>	<p>Certification is by the State of Minnesota Milk Sanitation authorities for having attained milk sanitation compliance ratings. Ratings are based on compliance with the requirements of the U.S. Department of Health and Human Services and Food and Drug Administration's Grade A Pasteurized Milk Ordinance. IMS certification is required to ship any product out of the state. <b><u>If IMS certified, provide documentation with RFQ Packet.</u></b></p>
<b>ASI Certified</b>	<ul style="list-style-type: none"> <li>American Sanitation Institute is a safety consultant to food processing plants. They conduct inspections based on GMP's (Good Manufacturing Practices). <b><u>If ASI certified, provide documentation with RFQ Packet.</u></b></li> </ul>
<b>Mosley Test</b>	<ul style="list-style-type: none"> <li>Vendor must have demonstrated satisfactory bacteria count on a five-day (Mosley test) per Dairy Control</li> </ul>
<b>Contract/Label Specifications</b>	<ul style="list-style-type: none"> <li>State weights and measures representatives may test all products obtained under contract. The School District will exercise the following measures when products do not meet either contract or label specifications: <ul style="list-style-type: none"> <li>° Cash restitution or in-kind replacement, at the School District's discretion, for the total lot which failed.</li> <li>° Payment for the value of all meals that the School District served, which failed to contain the minimum quantities and components required of a reimbursable meal under the Child Nutrition Programs because the supplier produced short-weighted products.</li> <li>° A notice that repeated instances of products failing to contain required quantities is a material breach of the contract that may result in contract termination for cause.</li> <li>° All costs resulting from termination for cause must be borne by the contractor.</li> </ul> </li> </ul>
<b>Guarantee</b>	<ul style="list-style-type: none"> <li>The vendor shall guarantee all products quoted for the term of the contract. Milk bottles and/or cartons must be clean, sealed, and non-leaking. Milk crates must be well maintained, clean and sanitized. <del>Failure to comply will constitute minor incidents of non-performance. The District will charge the Dairy Provider \$100.00 per minor incident or the actual identified loss to the District, whichever is greater, without providing notice of Default and opportunity to cure.</del> Listed below are some of the conditions that shall constitute minor incidents of non-performance: <ul style="list-style-type: none"> <li>° Failure to perform service under terms of specifications and contract</li> <li>° Failure to provide properly sealed and clean plastic bottles or cartons</li> <li>° Failure to provide clean and sanitary milk crates</li> </ul> </li> </ul>
<b>Violations</b>	<ul style="list-style-type: none"> <li>Unreasonable and continuing violations of any terms, conditions or clauses included in this specification shall constitute a material breach of this contract.</li> </ul>
<b>Plan of Action</b>	<ul style="list-style-type: none"> <li>The awarded supplier must provide a plan of action in the event of unforeseen circumstances which prevents the supply and/or deliveries of milk. This plan must outline how milk will be provided to the schools so there is no interruption of service.</li> </ul>

## Delivery Addresses and Schedules

Site	Address	Delivery Days	Delivery Window
Centennial Elementary	7315 Bloomington Avenue South, Richfield, MN 55423	Mon/Wed/Fri	06:30 - 10:00
Richfield Dual Language	7001 Elliot Avenue South, Richfield, MN 55423	Mon/Wed/Fri	06:30 - 10:00
Richfield High	7001 Harriet Avenue South, Richfield, MN 55423	Mon/Wed/Fri	06:30 - 10:00
Richfield Middle	7461 Oliver Avenue South, Richfield, MN 55423	Mon/Wed/Fri	06:30 - 10:00
Richfield STEM	7020 12th Avenue South, Richfield, MN 55423	Mon/Wed/Fri	06:30 - 10:00
Sheridan Hills Elementary	6400 Sheridan Avenue South, Richfield, MN 55423	Mon/Wed/Fri	06:30 - 10:00

The number of sites may increase or decrease during the term of the contract

Note: Delivery days/times may be negotiable with Food & Nutrition Director

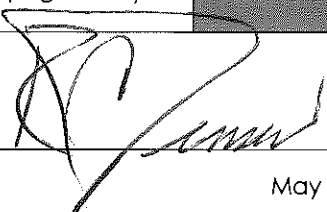
**Product Specifications & Estimated Annual Usage (by site)**

**Note: Quantities may vary according to demand and are to be used as an estimate only.**

School/Site	Item #	Item Description	U/M	Qty
Centennial Elementary		1% Milk, ECO	Half Pint	21,950
Centennial Elementary		Skim Milk, ECO	Half Pint	2,550
Centennial Elementary		Chocolate Skim Milk, ECO	Half Pint	27,900
Centennial Elementary		Lactose FF Milk	Half Pint	18
Richfield Dual Language		1% Milk, ECO	Half Pint	21,600
Richfield Dual Language		Skim Milk, ECO	Half Pint	1,400
Richfield Dual Language		Chocolate Skim Milk, ECO	Half Pint	34,200
Richfield Dual Language		Lactose FF Milk	Half Pint	414
Richfield Dual Language		Lactose Free Skim	Quart	12
Richfield High		1% Milk, ECO	Half Pint	32,550
Richfield High		Skim Milk, ECO	Half Pint	1,600
Richfield High		Chocolate Skim Milk, ECO	Half Pint	65,600
Richfield High		1% Milk	Gallon	10
Richfield High		Sour Cream	5#	5
Richfield Middle		1% Milk, ECO	Half Pint	24,750
Richfield Middle		Skim Milk, ECO	Half Pint	400
Richfield Middle		Chocolate Skim Milk, ECO	Half Pint	57,600
Richfield Middle		Lactose FF Milk	Half Pint	432
Richfield STEM		1% Milk, ECO	Half Pint	21,500
Richfield STEM		Skim Milk, ECO	Half Pint	8,250
Richfield STEM		Chocolate Skim Milk, ECO	Half Pint	42,350
Richfield STEM		Lactose FF Milk	Half Pint	144
Sheridan Hills Elementary		1% Milk, ECO	Half Pint	3,200
Sheridan Hills Elementary		Skim Milk, ECO	Half Pint	14,484
Sheridan Hills Elementary		Chocolate Skim Milk, ECO	Half Pint	27,550
Sheridan Hills Elementary		Lactose FF Milk	Half Pint	252

## RFQ Submission Worksheet

### Your Company Information

Distributor Name	Kemps LLC	Contact Name	Dick Jensen
Address	1270 Energy Lane	City	St Paul
State	MN	Zip	55108
Acknowledge # of Addendums Received	2 - (Guarantee page 5 & 6)	Total Amount of RFQ	?
Authorized Signature			
Date	May 27, 2020		

### References

	Organization	Contact Name	Contact Phone	Contact Email
Reference #1	Eden Prairie School District	Roxann Roushar	952-975-8051	Roxann Roushar <Roxann_Roushar@edenpr.k12.mn.us>
Reference #2	St. Michael-Albertville School District	Dolores Helgeson	763-497-3180	Helgeson Dolores <doloresh@mystma.org>

### Qualifications Checklist

Response (Y/N)

Have you reviewed and agreed to all specifications, requirements, terms, and conditions stated in this agreement? (Y/N)	Yes
Will you meet all insurance requirements? (Y/N)	Yes
Will you meet all background check requirements? (Y/N)	Yes
Will your proposed solution meet all General/Operational/Delivery Specifications? (Y/N)	Yes

**RFQ Questions/Data**

Questions	Your Response
Are you authorized to do business with Minnesota Public Schools? (Y/N)	Yes
Do you accept credit card payment? (Y/N) What fee, if any, do you charge for credit card payment?	No
Explain the basis for your proposed pricing program	March 2020 Escalator
How can the District audit the contracted price to the invoiced price through this basis?	Kemps can send escalator clause each month to verify the half pint market changes each month.
Your submitted price is to include delivery. Are there any other fees or charges the District could be invoiced for? (Y/N) If yes, please describe	No
Describe how/when your organization communicates information to the District that impacts product quality, availability, and pricing.	Monthly Pricing e-mail
How is spoilage or damaged product handled?	Credit issued on all manufactured defects and short coded product at time of delivery.
Do you have a process for year-end remaining milk products at sites?	No
Please provide the name of the account manager that will be assigned to the District.	Dick Jensen

## RFQ Submission Worksheet

### Product Pricing Quote

Product Description	U/M Desc/Size	Est. 12M Usage	Proposed Description (including brand)	Adjustable Price	Firm Price
1% Milk, ECO	Half Pint	126,550	Kemps	.250	NA
Skim Milk, ECO	Half Pint	28,684	Kemps	.246	NA
Chocolate Skim Milk, ECO	Half Pint	255,200	Kemps	.255	NA
Lactose FF Milk	Half Pint	1,260	Lactaid Lactose	.689	NA
1% Milk	Gallon	10	Kemps	3.456	NA
Sour Cream	5#	5	Kemps	7.335	NA
Lactose Free Skim Milk	Quart	12	NA	NA	NA

**\$0.0006. The e based on the Federal Market Order – Class I price of raw milk**

#### **PRICING:**

Pricing may be submitted for Firm Price only OR for Adjustable Price only

**OR**

Pricing may be submitted for Firm and Adjustable Pricing.

#### **PRICING DEFINITION:**

**Firm Price** – Firm prices shall be in terms of a firm price per ½ pint of milk as specified for the 2020-2021 school year. Firm prices shall be in terms of the maximum amount per ½ pint.

**Adjustable Price (Escalation Claus)** – Adjustable prices shall be in terms of the following escalation factors as specified for the 2020-2021 school year per ½ pint of milk as an alternate to the Firm Price:

Whenever the price of the raw milk increases or decreases a full \$.10 per hundred weight based on the Federal Market Price, the price per unit (1/2 pint) will be adjusted upward or downward by \$0.0006, the e based on the Federal Market Order – Class I price of raw milk. The Bid price is to be based on the Federal Market Order – Class I price of raw milk in effect on March 1, 2020.

Price increases or decreases are to be submitted to the Child Nutrition Director in writing, along with the proof of a \$.10 price increase or decrease per hundred weight of raw milk, before escalated or de-escalated prices will be approved.



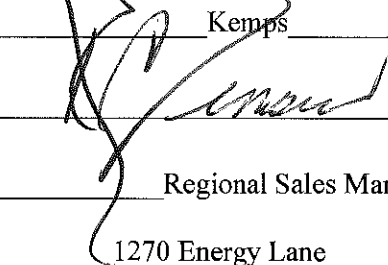
**AFFIDAVIT OF NON-COLLUSION FORM**  
**RICHFIELD SCHOOL DISTRICT**

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if responder is an individual), partner in the responder (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response or responses have been arrived at by the responder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common source of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to respond designed to limit independent response or competition;
3. That the contents of the response or responses have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder of its surety on any bond furnished with the response or responses, and will not be communicated to any such person prior to the official review of the response or responses; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

SUBMITTED BY:

Firm Name \_\_\_\_\_ Kemps \_\_\_\_\_

Signature \_\_\_\_\_  \_\_\_\_\_

Title \_\_\_\_\_ Regional Sales Manager \_\_\_\_\_

Address \_\_\_\_\_ 1270 Energy Lane \_\_\_\_\_

\_\_\_\_\_ St Paul, MN 55108 \_\_\_\_\_

Telephone \_\_\_\_\_ 651-379-6578 \_\_\_\_\_

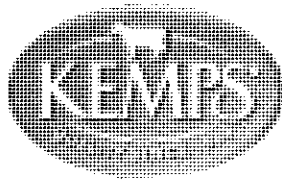
Date \_\_\_\_\_ May 27, 2020 \_\_\_\_\_

Subscribed and sworn to before me **Due to the Covid 19 this service is not available**

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_



<p><b>MINNESOTA</b> <b>March 2020</b> <b>ESCALATOR CLAUSE</b></p>
---

It is hereby understood that the prices quoted are based on the USDA Class I prices listed below under the terms of the Federal Milk Market Order #30.

<b>Class I Skim</b>	10.82 CWT.
<b>Class I Butterfat</b>	2.0057 LB.

**ESCALATOR CLAUSE**

If the Class I Skim price per hundredweight is increased or decreased, for each \$0.10 per hundredweight increase or decrease, the quotation on:

Half-pint fluid milk will decrease or increase	\$ .00054 per ½ pint
--	----------------------

If the Class I Butterfat price per pound is increased or decreased, for each \$ 0.01 increase or decrease, the quotation on a half-pint will follow this formula:

Whole Milk	\$ 0.00017750 per 1/2 pint
2% Milk	\$ 0.00010750 per 1/2 pint
1% Milk	\$ 0.00005375 per 1/2 pint
Skim Milk	\$ 0.00001000 per 1/2 pint





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### SCHOOL INFORMATION

If **KEMPS** is chosen to provide dairy products for your school for the upcoming school year we would like to obtain the following information to allow us to provide you with quality service. Please

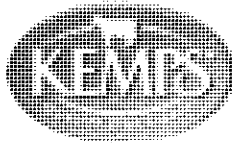
1. First day of school \_\_\_\_\_
2. School Calendar \_\_\_\_\_ (send when available)
3. Contacts
  - Billing Contact    Name \_\_\_\_\_ Tel. \_\_\_\_\_
  - Kitchen Contact    Name \_\_\_\_\_ Tel. \_\_\_\_\_
  - Building keys    Name \_\_\_\_\_ Tel. \_\_\_\_\_
4. Email address \_\_\_\_\_
5. Billing options    We can mail, fax, or email invoices
  - Mail \_\_\_\_\_
  - Email \_\_\_\_\_
  - Fax \_\_\_\_\_
6. Who is your Foodservice Provider? \_\_\_\_\_

### OTHER BIDDER'S INFORMATION

When notifying us of the awarding of bids please indicate on this sheet any competitive bids for the following items and return this sheet with the bid notification.

#### **BIDDER**

	_____	_____	_____
	Half-pint	Half-pint	Half-pint
Homo Milk	_____	_____	_____
2 % Milk	_____	_____	_____
1 % Milk	_____	_____	_____
Skim Milk	_____	_____	_____
Chocolate Skim	_____	_____	_____
Swiss Chocolate	_____	_____	_____



## **KEMPS GENERAL INFORMATION**

- **Address**

Kemps, LLC  
1270 Energy Lane  
St. Paul, MN 55108
- **Key Bid Contact**

Dick Jensen  
1.800.322.9566 ext. 6578  
dick.jensen@kemps.com
- **Payment Terms**

Payment due by the 15<sup>th</sup> day of  
the month after invoice date.
- **Return Milk Policy**

It is important that you be conscientious in  
ordering, especially, when school is not going  
to be in session.

Please be advised that all product returned  
to Kemps cannot legally be resold because of  
Food Safety issues. All returned product must  
be disposed of. This is extremely wasteful and  
expensive.

\*\*\*No credit will be issued except for product\*\*\*  
damaged on delivery.
- **Renewed Bids**

At the outset of each year a bid is renewed  
Kemps reserves the right to make an Annual  
Cost of Doing Business price adjustment to  
cover increases in operating costs (fuel, labor  
and benefits, packaging and resin, etc.). This  
would be done in consultation with the school.



# Plainview Milk Products Cooperative

1701 Vermillion St.

P.O. Box 217

Hastings, MN 55033

Phone: (651) 437-9414

May 27<sup>th</sup>, 2020

## Richfield Public Schools

Reference: Plainview Milk Products Cooperative Milk Contract

Plainview Milk Products Cooperative was established in 1899 in Plainview, Minnesota. We source our milk directly from our patron/member-owners. This means our milk is true local farm fresh, certified rBGH/rBST free milk for your students.

All Valley View Farms products are FREE of high fructose corn sweetener as we only use granulated domestic sugar to provide you a superior taste. Also offering lower grams of sugar per serving and greater digestibility naturally than our competitors. Offering you the creamy smooth, with just the right amount of sweetness in our chocolate and flavored products.

Plainview Milk Products is providing the attached pricing for the upcoming 2020-2021 school year. With the option for 3 additional one-year terms upon mutual agreement by both parties.

We look forward to supplying Valley View Farms milk products to Richfield School District.

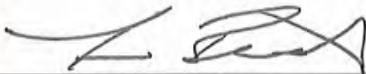
Sincerely,

Fred Berndt  
Assistant General Manager

**Valley View  
FARMS**   
**Dairy Products**

## RFQ Submission Worksheet

### Your Company Information

Distributor Name	Plainview Milk Products Cooperative	Contact Name	Fred Berndt
Address	1701 Vermillion St.	City	Hastings
State	Minnesota	Zip	55033
Acknowledge # of Addendums Received	0	Total Amount of RFQ	\$ 88,187.21
Authorized Signature			
Date	5/27/2020		

### References

	Organization	Contact Name	Contact Phone	Contact Email
Reference #1	Lakeville Public Schools	Gayle Smalley-Rader	952-232-2063	<a href="mailto:small838@isd194.org">small838@isd194.org</a>
Reference #2	Northfield Public Schools	Stephany Stromme	507-645-3432	<a href="mailto:ssstromme@northfieldschools.org">ssstromme@northfieldschools.org</a>

### Qualifications Checklist

### Response (Y/N)

Have you reviewed and agreed to all specifications, requirements, terms, and conditions stated in this agreement? (Y/N)	Y
Will you meet all insurance requirements? (Y/N)	Y
Will you meet all background check requirements? (Y/N)	Y
Will your proposed solution meet all General/Operational/Delivery Specifications? (Y/N)	Y



**RFQ Questions/Data**

Questions	Your Response
Are you authorized to do business with Minnesota Public Schools? (Y/N)	Y
Do you accept credit card payment? (Y/N) What fee, if any, do you charge for credit card payment?	N
Explain the basis for your proposed pricing program	The proposed pricing is based on the attached escalator and includes all regular scheduled delivery costs.
How can the District audit the contracted price to the invoiced price through this basis?	We can email the pricing along with the UMMA price sheet that's released monthly for comparison to the monthly invoices.
Your submitted price is to include delivery. Are there any other fees or charges the District could be invoiced for? (Y/N) If yes, please describe	\$100.00 delivery fee would apply to any special emergency deliveries that are requested outside of the agreed upon delivery schedule.
Describe how/when your organization communicates information to the District that impacts product quality, availability, and pricing.	We will notify via email, sending to all locations receiving the order confirmations, any issues regarding product availability that we are aware of. Monthly pricing can be emailed to the district coordinator.
How is spoilage or damaged product handled?	Product is to be disposed of at the location. Pictures of the product for damages should be forwarded to <a href="mailto:reshia@plainviewmilk.com">reshia@plainviewmilk.com</a>
Do you have a process for year-end remaining milk products at sites?	Each site would be responsible for disposal of the leftover milk that they have ordered. Donating to your local food shelf is a great way to give back and reduce waste.
Please provide the name of the account manager that will be assigned to the District.	Reshia Gogerty, <a href="mailto:reshia@plainviewmilk.com">reshia@plainviewmilk.com</a>

## RFQ Submission Worksheet

### Product Pricing Quote

Product Description	U/M Desc/Size	Est. 12M Usage	Proposed Description (including brand)	Adjustable Price	Firm Price
1% Milk, ECO	Half Pint	126,550	Valley View Farms 1% ECO ½ pint	0.2045	N/A
Skim Milk, ECO	Half Pint	28,684	Valley View Farms Skim ECO ½ pint	0.2045	N/A
Chocolate Skim Milk, ECO	Half Pint	255,200	Valley View Farms Chocolate Skim ECO ½ pint	0.2185	N/A
Lactose FF Milk	Half Pint	1,260	Mulu Lactose-Free Skim Milk ½ pint	0.64	N/A
1% Milk	Gallon	10	Valley View Farms 1% Gallons	3.25	N/A
Sour Cream	5#	5	Westby Creamery 5# Sour Cream	9.25	N/A
Lactose Fee Skim Milk	Quart	12	Supplier discontinued this item	N/A	N/A

**\$0.0006. The e based on the Federal Market Order – Class I price of raw milk**

#### **PRICING:**

Pricing may be submitted for Firm Price only OR for Adjustable Price only

**OR**

Pricing may be submitted for Firm and Adjustable Pricing.

#### **PRICING DEFINITION:**

**Firm Price** – Firm prices shall be in terms of a firm price per ½ pint of milk as specified for the 2020-2021 school year. Firm prices shall be in terms of the maximum amount per ½ pint.

**Adjustable Price (Escalation Claus)** – Adjustable prices shall be in terms of the following escalation factors as specified for the 2020-2021 school year per ½ pint of milk as an alternate to the Firm Price:

Whenever the price of the raw milk increases or decreases a full \$.10 per hundred weight based on the Federal Market Price, the price per unit (1/2 pint) will be adjusted upward or downward by \$0.0006, the e based on the Federal Market Order – Class I price of raw milk. The Bid price is to be based on the Federal Market Order – Class I price of raw milk in effect on March 1, 2020.

Price increases or decreases are to be submitted to the Child Nutrition Director in writing, along with the proof of a \$.10 price increase or decrease per hundred weight of raw milk, before escalated or de-escalated prices will be approved.





**AFFIDAVIT OF NON-COLLUSION FORM**  
**RICHFIELD SCHOOL DISTRICT**

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if responder is an individual), partner in the responder (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response or responses have been arrived at by the responder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common source of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to respond designed to limit independent response or competition;
3. That the contents of the response or responses have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder of its surety on any bond furnished with the response or responses, and will not be communicated to any such person prior to the official review of the response or responses; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

**SUBMITTED BY:**

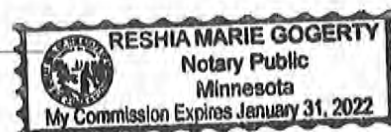
Firm Name Plainview Milk Products Cooperative  
 Signature   
 Title Assistant General Manager/Controller  
 Address 1701 Vermillion St.  
Hastings, MN 55033  
 Telephone 651-437-9414, ext. 3  
 Date 05/27/2020

Subscribed and sworn to before me

This 27<sup>th</sup> day of MAY 2020

Notary Public Reshia Marie Gogerty

Commission Expires Jan. 31, 2022





# Plainview Milk Products Cooperative

1701 Vermillion St.

P.O. Box 217

Hastings, MN 55033

Phone: (651) 437-9414

## **Milk Escalator Clause** **School Year 2020-2021**

### **Class 1 price for 3.5% Milk: March 2020                      \$21.76 per cwt.**

The information below is based on the cost of skim milk and butterfat announced by the Federal Order Market 30 and over-order premiums charged for raw milk.

### **Skim Milk cost for: March 2020                      \$15.12 per cwt.**

For each \$.10/cwt increase or decrease in the cost of skim milk, prices will adjust at the following rates.

Item	Whole	2%	1%	Skim
Gallon	.00864/Gal.	.00864/Gal.	.00864/Gal.	.00864/Gal.
Half Gallon	.00432/64oz	.00432/64oz	.00432/64oz	.00432/64oz
½ Pint	.00054/8oz.	.00054/8oz.	.00054/8oz.	.00054/8oz.
Half n Half Quart	\$0.00216			

### **Butterfat cost for: March 2020                      \$2.0487 per pound**

For each \$.10/lb. increase or decrease in the cost of butterfat, prices will adjust at the following rates.

Item	Whole	2%	1%	Skim
Gallon	.02864/Gal	.01744/Gal	.00864/Gal	.00096/Gal
Half Gallon	.01432/64 oz.	.00872/64 oz.	.00432/64 oz.	.00048/64 oz.
½ Pint	.00179/8oz.	.00109/8oz.	.00054/8oz.	.00006/8oz.
Half n Half Quart	\$0.0231			

**Cultured Products: The following Items will adjust based on the Class 2 Mover from the Fed Milk Market order 30 advanced price**

	<b><u>Skim</u></b>	<b><u>Butterfat</u></b>
Low Fat Yogurt	\$0.01/lb.	\$0.004/lb.
Low Fat Cottage Cheese	\$0.022 /5 lb.	\$0.01 /lb.
Regular Sour Cream	\$0.02/ 5 lb.	\$0.03/lb.

All additional items purchased would be at our wholesale prices.

**Valley View**  
**FARMS**  
**Dairy Products**





# RFQ Submission Worksheet

## Your Company Information

Distributor Name	Prairie Farms	Contact Name	Carolyn Erchul
Address	2042 Wooddale Dr, St. Louis City		Woodbury
State	Minnesota	Zip	55125
Acknowledge # of Addendums Received	✓	Total Amount of RFQ	\$92,124.86
Authorized Signature	Carolyn Erchul		
Date	May 27, 2020		

## References

	Organization	Contact Name	Contact Phone	Contact Email
Reference #1	North St. Paul Schools	Paula Poh/Kampa	651-748-7531	PPoh/Kampa@ISD622.org
Reference #2	St. Francis Schools	Wendy Klobe	763-753-7661	Wendy.Klobe@ISD15.org

## Qualifications Checklist

	Response (Y/N)
Have you reviewed and agreed to all specifications, requirements, terms, and conditions stated in this agreement? (Y/N) <i>2 Day lead time on orders - credit on outdates end of year + 7-day holidays exception if code date does not meet reasonable code date</i>	No with comments
Will you meet all insurance requirements? (Y/N)	yes
Will you meet all background check requirements? (Y/N)	yes
Will your proposed solution meet all General/Operational/Delivery Specifications? (Y/N)	No with comments
<i>no add-ons after order is due - can not meet 2pm prior</i>	

*chocolate 1% Half Pints only No Chocolate FF at this time  
2 delivery Days per week - not 3*

## RFQ Submission Worksheet

Product Pricing Quote					
Product Description	U/M Desc/Size	Est. 12M Usage	Proposed Description (including brand)	Adjustable Price	Firm Price
1% Milk, ECO	Half Pint	126,550	Prairie Farms $\frac{1}{2}$	.2175	NA
Skim Milk, ECO	Half Pint	28,684	Land O' Lakes	.2135	
<sup>10%</sup> Chocolate Skim Milk, ECO	Half Pint	255,200		.2255	
Lactose FF Milk	Half Pint	1,260		.65	
1% Milk	Gallon	10		3.59	
Sour Cream	5#	5		7.90	
Lactose Free Skim Milk	<del>Quart</del> <sup>Half</sup>	12		2.85	

\$0.0006, The e based on the Federal Market Order – Class I price of raw milk

### PRICING:

Pricing may be submitted for Firm Price only OR for Adjustable Price only  
OR  
Pricing may be submitted for Firm and Adjustable Pricing.

### PRICING DEFINITION:

**Firm Price** – Firm prices shall be in terms of a firm price per  $\frac{1}{2}$  pint of milk as specified for the 2020-2021 school year. Firm prices shall be in terms of the maximum amount per  $\frac{1}{2}$  pint.

**Adjustable Price (Escalation Claus)** – Adjustable prices shall be in terms of the following escalation factors as specified for the 2020-2021 school year per  $\frac{1}{2}$  pint of milk as an alternate to the Firm Price:

Whenever the price of the raw milk increases or decreases a full \$.10 per hundred weight based on the Federal Market Price, the price per unit (1/2 pint) will be adjusted upward or downward by \$0.0006, the e based on the Federal Market Order – Class I price of raw milk. The Bid price is to be based on the Federal Market Order – Class I price of raw milk in effect on March 1, 2020.

Price increases or decreases are to be submitted to the Child Nutrition Director in writing, along with the proof of a \$.10 price increase or decrease per hundred weight of raw milk, before escalated or de-escalated prices will be approved.





Produced & Distributed by Dean Foods.

## **Fluid Milk Escalator /De-escalator Clause** **2020-2021 School Year**

- 1.) The attached bid is based on the cost of skim milk and butterfat to include premiums in Federal Order Market 30 for the month of March **2020**.

Future price adjustments will be predicated on the following escalator/de-escalator formula for fluid milk taking into consideration monthly changes in the cost of skim milk, butterfat, ingredients, over order premiums. Expenses including fuel, energy, packaging and ingredients will also be included in monthly changes and will be communicated as to what these expenses include.

### **SKIM MILK:**                      **Price: \$15.41 CWT**

- For each \$.10/cwt increase or decrease in the cost of skim milk, prices will adjust respectively as follows on all fat levels.

5 Gallon - .043 per 5 Gallon  
Gallon - .0086 per Gallon  
8 oz. - .00054 per 8 oz.

### **BUTTERFAT:**                      **Price: \$ 2.0516 per pound**

- For each \$.10 increase or decrease in the cost of butterfat, prices will adjust respectively as follows by various fat levels.

Item	Whole (3.25%)	2%	1%	Fat Free
5 Gallon	.1395/5 Gal	.086/5 Gal	.043/5 Gal	.0045/5 Gal
Gallon	.0279/Gal	.0172/Gal	.0086/Gal	.0009/Gal
8 Oz	.0017/8 Oz	.0011/8 Oz	.0005/8 Oz	.0001/8 Oz

- Monthly per unit adjustments will reflect a combination of the changes in skim milk and butterfat, and expenses (fuel, packaging, ingredients, resin, energy, etc.).**

This escalator/de-escalator formula applies to all fluid milk items.

### 2.) **Non Fluid Milk Items**

Prices bid on products other than fluid milk are for one month only, and will automatically renew at the quoted price, unless Dean Foods advises you of our intent to change the price as a result of a significant supplier price change.

## RFQ Submission Worksheet

### Your Company Information

Distributor Name	Prairie Farms	Contact Name	Carolyn Erchul
Address	2042 Wooddale Dr	City	Woodbury
State	Minnesota	Zip	55125
Acknowledge # of Addendums Received	✓	Total Amount of RFQ	84,197.97
Authorized Signature	Carolyn Erchul		
Date	May 27, 2020		

### References

	Organization	Contact Name	Contact Phone	Contact Email
Reference #1	North St. Paul Schools	Paula Poh/Kamp	651-748-7531	PPoh1Kampa@ISD622.org
Reference #2	St. Francis Schools	Wendy Klobe	763-753-7061	Wendy.Klobe@ISD15.org

### Qualifications Checklist

Response (Y/N)

Have you reviewed and agreed to all specifications, requirements, terms, and conditions stated in this agreement? (Y/N)	2 Day lead time on orders - credit on outdates end of year + 7-day holidays only exception if code date does not meet reasonable code date	No with Comments
Will you meet all insurance requirements? (Y/N)		yes
Will you meet all background check requirements? (Y/N)		yes
Will your proposed solution meet all General/Operational/Delivery Specifications? (Y/N)	No add-ons after order is due - can not meet 2PM prior	No with comments

Chocolate 1% Half Pints only No Chocolate FF at this time  
2 delivery Days per week - not 3



## RFQ Submission Worksheet

### Product Pricing Quote

Product Description	U/M Desc/Size	Est. 12M Usage	Proposed Description (including brand)	Adjustable Price	Firm Price
1% Milk, ECO	Half Pint	126,550		.1995	
Skim Milk, ECO	Half Pint	28,684		.1945	
<sup>10%</sup> Chocolate Skim Milk, ECO	Half Pint	255,200		.2055	
Lactose FF Milk	Half Pint	1,260		.65	
1% Milk	Gallon	10		3.59	
Sour Cream	5#	5		7.90	
Lactose Free Skim Milk	<del>Quart</del> <sup>1/2 Gall</sup>	12		2.85	

**\$0.0006. The e based on the Federal Market Order – Class I price of raw milk**

#### PRICING:

Pricing may be submitted for Firm Price only OR for Adjustable Price only  
OR

Pricing may be submitted for Firm and Adjustable Pricing.

#### PRICING DEFINITION:

**Firm Price** – Firm prices shall be in terms of a firm price per ½ pint of milk as specified for the 2020-2021 school year. Firm prices shall be in terms of the maximum amount per ½ pint.

**Adjustable Price (Escalation Claus)** – Adjustable prices shall be in terms of the following escalation factors as specified for the 2020-2021 school year per ½ pint of milk as an alternate to the Firm Price:

Whenever the price of the raw milk increases or decreases a full \$.10 per hundred weight based on the Federal Market Price, the price per unit (1/2 pint) will be adjusted upward or downward by \$0.0006, the e based on the Federal Market Order – Class I price of raw milk. The Bid price is to be based on the Federal Market Order – Class I price of raw milk in effect on March 1, 2020.

Price increases or decreases are to be submitted to the Child Nutrition Director in writing, along with the proof of a \$.10 price increase or decrease per hundred weight of raw milk, before escalated or de-escalated prices will be approved.

RFQ Questions/Data

Questions	Your Response
Are you authorized to do business with Minnesota Public Schools? (Y/N)	Yes
Do you accept credit card payment? (Y/N) What fee, if any, do you charge for credit card payment?	Yes No charge
Explain the basis for your proposed pricing program	Full explanation attached
How can the District audit the contracted price to the invoiced price through this basis?	Back up provided upon request
Your submitted price is to include delivery. Are there any other fees or charges the District could be invoiced for? (Y/N) If yes, please describe	No fees
Describe how/when your organization communicates information to the District that impacts product quality, availability, and pricing.	Pricing is monthly - Account manager to report communicate any issues
How is spoilage or damaged product handled?	immediate steps taken to resolve, immediately upon learning - need caution for review immediate steps taken to improve Full credit / Report info on product caution
Do you have a process for year-end remaining milk products at sites?	School will manage to reasonable # Pricing reflects Plu of year end milk
Please provide the name of the account manager that will be assigned to the District.	Carolyn Erchul 651-501-3460





# AFFIDAVIT OF NON-COLLUSION FORM

## RICHFIELD SCHOOL DISTRICT

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if responder is an individual), partner in the responder (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response or responses have been arrived at by the responder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common source of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to respond designed to limit independent response or competition;
3. That the contents of the response or responses have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder of its surety on any bond furnished with the response or responses, and will not be communicated to any such person prior to the official review of the response or responses; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

### SUBMITTED BY:

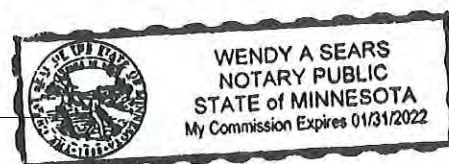
Firm Name Prairie Farms  
Signature Carolyn Erickson  
Title Foodservice Manager  
Address 2042 Wooddale Dr  
Woodbury, MN 55125  
Telephone 651-501-3460  
Date May 27, 2020

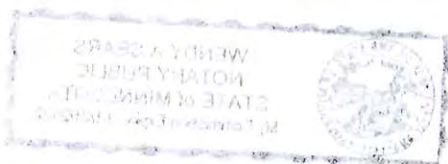
Subscribed and sworn to before me

This 28<sup>th</sup> day of May 20 20

Notary Public Wendy A. Sears

Commission Expires 1/31/2022







# 1% CHOCOLATE MILK in Schools



The U.S. Department of Agriculture (USDA) will allow all schools to offer low-fat (1%) flavored milk in school lunches, breakfast and Smart Snacks for the 2018-2019 school year without first obtaining a special exemption. This flexibility will also be allowed for children 6 years and older in the Child and Adult Care Food Program and Special Milk Program.<sup>1</sup>

## A \*survey conducted with over 300 schools that implemented 1% flavored milk in the 2017-2018 school year found that:

- Students in 73% of the schools liked 1% flavored milk better
- 58% of schools saw an increase in milk sold
- 82% of schools reported that it was easy/very easy to accommodate 1% flavored milk within the calorie maximums for their menus
- 79% of schools reported that it was easy/very easy to include the cost within their financial bottom line
- Nearly a third of schools saw an increase in average daily participation in meal programs, and so received additional federal reimbursements

Before the 2012 Healthy Hunger Free Kids Act, 1% flavored milk was the most frequently offered variety by school districts.<sup>1</sup> Since 2012, the Food and Nutrition Service (FNS) of the USDA states that it has observed “a decline in milk consumption during lunch among NSLP participants from SY 2004-2005,” and adds that this occurred among “elementary, middle, and high school students.” USDA recognizes that “schools need the flexibility to offer additional milk options to ensure children receive the nutrients provided by milk.”<sup>1,2,3</sup>

## Restoring 1% flavored milk could have several additional impacts:



- **Average daily participation (ADP) could increase**  
It has been shown that improving students' milk experience can increase ADP.<sup>4</sup> While the research involved interventions other than a change in fat level (e.g., additional flavors, merchandising, packaging and serving temperature), it did demonstrate that the student milk experience can, in some situations, be powerful enough to attract more students into the cafeteria.
- **School milk consumption may increase**  
Milk's unique nutrient package can be difficult to replace in a healthy eating pattern,<sup>5</sup> so options that might promote adequate milk consumption could increase the likelihood of nutrient adequacy and help close the gap among student's consumption of nutrients.<sup>6</sup>
- **Schools will have additional choices**  
A school district may choose to continue offering fat-free varieties, may decide to switch to low-fat flavored or offer both low-fat and fat-free flavored milk as well as unflavored. In all cases, schools will have an option which they previously lacked.

Please contact your **Local Dairy Council** for additional information.  
<https://www.nationaldairycouncil.org/our-story#FindYourLocalDairyCouncilAnchor>

## References

1. USDA FNS Child Nutrition Programs: Flexibilities for Milk, Whole Grains, and Sodium Requirements, 82 Fed. Reg. 56703 (November 20, 2017).
2. Kline A. School Meal Flexibilities for School Year 2017-2018. USDA FNS Memo Code SP 32-2017. May 22, 2017. <https://www.fns.usda.gov/school-meals/school-meal-flexibilities-sy-2017-18>.
3. Nicklas TA, O'Neil CE, Fulgoni VL 3rd. The nutritional role of flavored and white milk in the diets of children. J Sch Health. 2013 Oct;83(10):728-33.
4. National Dairy Council and School Nutrition Association. The School Milk Pilot Test. Beverage Marketing Corporation for National Dairy Council and School Nutrition Association. 2002.
5. Fulgoni VL et al. Nutr Res 2011;31:759-65
6. Murphy MM, Douglass JS, Johnson RK, Spence LA. Drinking flavored or plain milk is positively associated with nutrient intake and is not associated with adverse effects on weight status in US children and adolescents. J Am Diet Assoc 2008;108:631-639.

\*Survey conducted by the National Dairy Council represented 317 schools in 8 states reaching over 200,000 students.

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### **Fluid Milk Escalator /De-escalator Clause** **2020-2021 School Year**

- 1.) The attached bid is based on the cost of skim milk and butterfat to include premiums in Federal Order Market 30 for the month of May **2020**.

Future price adjustments will be predicated on the following escalator/de-escalator formula for fluid milk taking into consideration monthly changes in the cost of skim milk, butterfat, ingredients, over order premiums. Expenses including fuel, energy, packaging and ingredients will also be included in monthly changes and will be communicated as to what these expenses include.

**SKIM MILK:**                      **Price: \$13.28 CWT**

- For each \$.10/cwt increase or decrease in the cost of skim milk, prices will adjust respectively as follows on all fat levels.

5 Gallon - .043 per 5 Gallon  
Gallon - .0086 per Gallon  
8 oz. - .00054 per 8 oz.

**BUTTERFAT:**                      **Price: \$ 1.3404 per pound**

- For each \$.10 increase or decrease in the cost of butterfat, prices will adjust respectively as follows by various fat levels.

Item	Whole (3.25%)	2%	1%	Fat Free
5 Gallon	.1395/5 Gal	.086/5 Gal	.043/5 Gal	.0045/5 Gal
Gallon	.0279/Gal	.0172/Gal	.0086/Gal	.0009/Gal
8 Oz	.0017/8 Oz	.0011/8 Oz	.0005/8 Oz	.0001/8 Oz

- **Monthly per unit adjustments will reflect a combination of the changes in skim milk and butterfat, and expenses (fuel, packaging, ingredients, resin, energy, etc.).**

This escalator/de-escalator formula applies to all fluid milk items.

2.) **Non Fluid Milk Items**

Prices bid on products other than fluid milk are for one month only, and will automatically renew at the quoted price, unless Dean Foods advises you of our intent to change the price as a result of a significant supplier price change.





**Mérieux NutriSciences  
CERTIFICATION LLC**

**Mérieux NutriSciences Certification LLC**  
111 E. Wacker Dr., Ste 2300  
Chicago, IL 60601  
USA

# *Certificate Of Registration*

## **Dean Foods - Woodbury**

1930 Wooddale Drive  
Woodbury, Minnesota, UNITED STATES, 55125

is registered as meeting the requirements of the

## **SQF Code for Manufacturing Edition 8.0**

**Certified HACCP Based Food Safety Plans  
Comprehensive Quality Management System**

### **Certification Details:**

Date of Decision: Jul 17, 2019  
Date of Audit: May 23, 2019  
Certificate Number: 11948

Date of Expiry: Jul 22, 2020  
Date of Next Audit: May 8, 2020

### **Registration Schedule:**

#### **Scope of Registration** (Food Sector Categories and Products)

- 10. Dairy Food Processing : buttermilk
- 10. Dairy Food Processing : chocolate milk
- 10. Dairy Food Processing : egg nog
- 10. Dairy Food Processing : flavored milk
- 10. Dairy Food Processing : half and half
- 10. Dairy Food Processing : ice cream mix
- 10. Dairy Food Processing : milk
- 10. Dairy Food Processing : probiotic milk
- 10. Dairy Food Processing : whipping cream
- 16. Ice, Drink, Beverage Processing : fruit flavored drinks
- 16. Ice, Drink, Beverage Processing : orange juice
- 16. Ice, Drink, Beverage Processing : teas



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*Tom Spoden*

*Jamie Moore*

Authorized by

Issuing Officer



**Board of Education**  
Independent School District 280  
Richfield, Minnesota

**Regular Meeting, June 29, 2020**

**SUBJECT: BID AWARD-BREAD & BAKERY PRODUCTS**

Recommended by the Superintendent that the Board of Education approve the bid award for the bread & bakery products contract for the 2020-2021 school year to Pan O' Gold.

(Prepared by Craig Holje and Michael Manning)

This year we only received bids from 1 of the 4 vendors contacted. This year's bid was conducted with Catalyst Sourcing Solutions in order to secure best pricing. Michael Manning (Director of Food and Nutrition Services) is recommending Pan O Gold as the lowest responsible bidder for 2020-2021. This selection was based on pricing, experience, references, and ability to provide requested equipment. The current bid price is within the food service budget for FY21. This will be a one (1) year contract with an optional three additional one-year renewals upon mutual agreement by both parties.

## Award Recommendation

### General Information

<b>Organization:</b>	ISD# 280 – Richfield Schools	<b>Date:</b>	6/2020
<b>Department:</b>	Food and Nutrition	<b>Category:</b>	Bread/Baked Goods

### Process Notes

Component	Note
<b>Process used</b>	<ul style="list-style-type: none"> <li>Request for Quote (RFQ)</li> </ul>
<b>Vendors contacted</b>	<ul style="list-style-type: none"> <li>Pan-O-Gold Baking Co. [Submitted]</li> <li>Bimbo Bakeries</li> <li>Oven Hearth/Oh Bakery</li> <li>US Foods</li> </ul>

### Vendor Information and References

Company Name	Vendor Contact	Reference #1	Reference #2
<b>Pan O' Gold</b>	Steve Ness	ISD #1 (Aitkin)	Crosslake Comm. Charter School

### Qualifications / Questions

Company Name	Pan O' Gold
Are you authorized to do business with Minnesota Public Schools? (Y/N)	Y
Have you reviewed and agreed to all specifications, requirements, terms, and conditions stated in this agreement? (Y/N)	Y
Will you meet all insurance requirements? (Y/N)	Y
Will you meet all background check requirements? (Y/N)	Y
Will your proposed solution meet all General/Operational/Delivery Specifications? (Y/N)	Y
Do you accept credit card payment at no fee? (Y/N)	Y
What is the basis for your pricing?	Based on the commodity pricing of ingredients
How can the district compare contracted price to invoiced price through this basis?	District can be provided cost reporting upon request
How is spoilage or damaged product handled?	Credit is given on damaged

### Proposed Pricing

Product Description	U/M Desc/Size	Est. 12 M Usage	Proposed Desc	Pan O' Gold
WHEAT SAND BREAD	EA	460	Clear Bag	\$1.15
CH DAKOTA 12 GRAIN	EA	4	Country Hearth	\$1.58
WHI WHEAT WHOLGRAIN SAND BREAD	EA	1,290	Clear Bag	\$1.15
WHIT WH GRN HOT DOG SINGLE	30/PK	367	Clear Bag Bulk	\$3.30
WHIT WH GRN D ROLL	12/PK	2,257	Clear Bag Dozen	\$1.30
WHITE WG 5" HOAGIE BULK	24/PK	609	Clear Bag Bulk	\$3.40
4" WHITE WHOLE GRAIN DBL BUN	60/FLAT	344	Clear Bag Bulk	\$6.20
3 ½" SCHOOL WG WHITE DBL BUN	60/FLAT	769	Clear Bag Bulk	\$6.20



**Est Annual Spend (based on quoted rate)**

Product Description	U/M Desc/Size	Est. 12 M Usage	Proposed Desc	Pan O' Gold
WHEAT SAND BREAD	EA	460	Clear Bag	\$529.00
CH DAKOTA 12 GRAIN	EA	4	Country Hearth	\$6.32
WHI WHEAT WHOLGRAIN SAND BREAD	EA	1,290	Clear Bag	\$1,483.50
WHIT WH GRN HOT DOG SINGLE	30/PK	367	Clear Bag Bulk	\$1,211.10
WHIT WH GRN D ROLL	12/PK	2,257	Clear Bag Dozen	\$2,934.10
WHITE WG 5" HOAGIE BULK	24/PK	609	Clear Bag Bulk	\$2,070.60
4" WHITE WHOLE GRAIN DBL BUN	60/FLAT	344	Clear Bag Bulk	\$2,132.80
3 ½" SCHOOL WG WHITE DBL BUN	60/FLAT	769	Clear Bag Bulk	\$4,767.80
<b>Totals</b>				<b>\$15,135.22</b>

**Recommendation**

The District recommends the contract be awarded to Pan-O-Gold Baking Co.

This selection is made based on a combination of:

- Competitive pricing
- Experience
- References/reputation
- Ability to provide requested equipment in the specified timeline

## Opportunity Overview

ISD #280 - Richfield School District is seeking quotes for the District's "2020 Bakery/Bread Products" for the 2020-2021 school year.

Quantity estimates provided are an estimation based on 2019 usage patterns. Current product brands/product numbers are provided as an example of quality expectation. You do NOT have to propose the same product, but your RFQ submitted should feature products of equal quality, taste, and nutrition.

Please review this document for information about this process, specifications and requirements, and the submission worksheet. Contract will be awarded to the vendor/contractor that the District recognizes as the best value – service, reputation, price and any other factors that the District determines as pertinent to the service requested.

## Contract Terms

The Contract term will be for one (1) year, effective July 1, 2020 through June 30, 2021. The District reserves the right to renew the contract for three additional one-year terms upon mutual agreement by both parties, no later than April 30, in each renewal year of 2021, 2022 and 2023. Contract term is stated as 1+1+1+1 with the final renewal contract period being July 1, 2023 through June 30, 2024.

Unless stated otherwise elsewhere in the specifications, no renewal or extension can be made by the District unless the original terms of the contract remain the same during the renewal or extension period. The District will contact the vendor in April prior to the contract termination date or extension. Agreement to renew the contract must be reached and agreed upon by April 30 in each renewal year. When the contract is not renewed, the District shall not be liable for products pre-ordered by the vendor.

This contract also includes a thirty (30) day notice of cancellation if District's standards are not met.

## RFQ Process

1. Review the Terms and Conditions to confirm eligibility
2. Vendor must be approved/eligible to business with Minnesota Schools
3. Review all data, specifications, and requirements found in this document
  - Terms and Conditions
  - Detailed General and Operational Specifications and Requirements for 2020 Milk & Dairy Products
  - Product Specifications and Estimated Usage
4. Confirm interest in participation via email ([vkornegor@catalyst sourcing.com](mailto:vkornegor@catalyst sourcing.com))
  - Responses that include interpretations, classifications, modifications, and supplemental instructions in the form of written addenda will be provided via email to all Distributors who confirmed interest in participating **no later than 5/15/2020**
    - *The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Distributor. It is the Distributor's responsibility to bring all discrepancies, ambiguities, omissions, or matters that need clarification to the District's attention.*
5. Questions can be submitted via email to: [vkornegor@catalyst sourcing.com](mailto:vkornegor@catalyst sourcing.com)
  - All questions will be consolidated, reviewed with the Food & Nutrition team, and feedback will be provided to all participants via email.
  - **The deadline for question submission will be question will be 5/20/2020 at 10:00 AM (CDT)**

## RFQ Submission Requirements

RFQ's submitted are to include:

- o Completed and signed RFQ Submission Worksheets (included in this packet)
- o Affidavit of Non-Collusion
- o Pricing
- o Delivery charges must be included in pricing or clearly stated otherwise
- o Any additional information about your organization, proposed items, etc.

**RFQs' are due on 6/3/2020 at 10:30 A.M. (CDT)**

Submit your RFQ electronically via email to [vkornegor@catalyst sourcing.com](mailto:vkornegor@catalyst sourcing.com)

## Process Timelines

Process Step	Date
RFQ documentation available	5/11/2020
Deadline to confirm participation	5/15/2020
Deadline to submit questions	5/20/2020 10:00 AM (CDT)
<b>RFQ Due</b>	6/3/2020 10:30 AM (CDT)
Contract Awarded	6/10/2020

## Selection Criteria

Criteria	Weight %
Price	40%
Ability to meet the specifications described in the RFQ document	20%
Experience of vendor in industry/ Reputation/References	15%
Availability of required products	20%
Any other factors which are pertinent as may be determined by District	5%

## Terms and Conditions

- A. Eligibility & Compliance with Federal and State Law - Vendor must assure District that they have complied with all applicable Federal and State laws, regulations, and rules. All projects are subject to compliance with the prevailing wage schedule issued by the Minnesota Department of Labor and Industry."
- B. Invitation: The invitation to submit a quote, which is attached hereto, and everything contained therein is adopted by reference and made part of these specifications and conditions.
- C. Contract Duration and Options: Contract term is for one (1) year, effective July 1, 2020 through June 30, 2021. The District reserves the right to renew the contract for three additional one-year terms upon mutual agreement by both parties no later than April 30 in each renewal year of 2021, 2022 and 2023. Contract term is stated as 1+1+1+1 with the final renewal contract period being July 1, 2023 through June 30, 2024. Unless stated otherwise elsewhere in the specifications, no renewal or extension can be made by the District unless the original terms of the contract remain the same during the renewal or extension period. This contract also includes a thirty (30) day notice of cancellation if District's standards are not met.
- D. General Criteria for Award: After taking into consideration conformity/performance with the specifications, terms of delivery and other conditions imposed in the RFQ, an award shall be made to the lowest responsible vendor.
- E. Service Facilities: In considering the equipment, supplies, materials and/or services quoted, the District will take into account past performance of the vendor and the service and maintenance facilities provided by the vendor.
- F. Writing: Within ten days of the award, persons having authority to contract for the parties shall duly execute a formal contract covering the subject matter of the RFQ.
- G. Form of RFQ: The RFQ must be submitted on the form prescribed by the District, which is contained in these specifications, and copies of which are available by contacting [vkornegor@catalyst sourcing.com](mailto:vkornegor@catalyst sourcing.com)
- H. Vendor Qualifications: The District reserves the right to refuse to consider the quote of a vendor who is not known to be reliable, skilled, and regularly engaged in providing the service and goods for which they were invited. In addition, the District may require of any vendor evidence satisfactory to the District, of the vendor's financial responsibility, and ability to efficiently, economically, and satisfactorily perform the services and deliver the goods required by the District. The District may consider the foregoing factors in determining the lowest responsible vendor.
- I. Preparation and Submission of RFQ:
  - 1) Submit RFQ, including attachments, on the prescribed forms, which are furnished with the specifications.
  - 2) Do not stipulate any other conditions or alternates of qualifications.
  - 3) Owner will not accept any condition not contained in specifications or other documents.
  - 4) A response may be rejected if it is conditional or incomplete.
  - 5) Responses that contain conflicting false or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the vendor may be rejected.
  - 6) Quoted prices must include prepaid freight, F.O.B. Destination.
  - 7) Completely fill in all blank spaces on the Submission Worksheet Form.
- J. Quantities: Vendors attention is called to the fact that the estimate of quantities of each item District shown in the RFQ is approximate and is given only as a basis of calculating the award to be made. The right is reserved by to increase or decrease the number of units ordered.
- K. Rejection of RFQs: In addition to grounds for rejection stated elsewhere in law, or in these specifications and conditions, the District may reject an RFQ if:
  - 1) The vendor fails to provide reasonable evidence reasonably requested pursuant to H.
  - 2) The vendor misstates or conceals any material fact in the RFQ. **OR**
  - 3) The RFQ submitted is conditional. An RFQ properly made subject to an escalator clause shall not be deemed conditional.
- L. Forfeiture: If a vendor to whom a contract is awarded refuses to perform the contract as required, the vendor shall be liable for and agrees to pay the District, if demanded of him/her the difference between the price proposed by him/her and the price for which the contract shall be subsequently awarded, including the cost of re-letting if any, and a reasonable attorney's fee incurred in enforcing the agreement. The District may, at its discretion, refuse to accept any quote from the vendor, which failed to execute the original RFQ process.
- M. Identical low Quotes: In the case of identical low quotes from two or more vendors, the District may at its discretion utilize negotiated procurement methods with the tied low vendors for that particular transaction, so long as the price paid does not exceed the original quote.
- N. Single RFQ: In the case where only a single RFQ is received, the District may, at its discretion, negotiate a mutually agreeable contract with the vendor so long as the price paid does not exceed the original quoted pricing.
- O. Withdrawal and Award Deadlines: No vendor may withdraw his/her quote for a period of **thirty (30) days** after the scheduled closing time for the receipt of RFQs'. Once documents have been received by Independent School District #280 all documents become the property of Richfield School District #280. When documents are opened, they become public information and any restrictions put upon the District regarding the sharing of information or duplicating copies after opening will be grounds to reject all quotes.

## Terms and Conditions (cont'd)

- P. Award Options: District reserves the right to:
- 1) Award this contract in part or whole to a single vendor
  - 2) Reject any or all RFQs
  - 3) Award contract based on the investigation of vendors, as well as acceptance of alternates, all of which the District deems to be in their best interest
  - 4) Review the financial responsibility of the Vendor
  - 5) Waive informalities or minor irregularities in RFQs and waive minor irregularities or discrepancies in quoting procedure
  - 6) Cancel a contract entered into with the successful vendor at any time, upon 30 days' written notice, to the contract vendor if the District's standards are not met
  - 7) the District is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
  - 8) The District, in determining the lowest responsible vendor, will consider in addition to the RFQ process, the quality, suitability and adaptability of the item(s) to be purchased for the use for which it is intended.
  - 9) The District's prior knowledge of and experience with the vendor's past performance and quality of merchandise offered.
  - 10) Trade-in policy and allowances will be considered where appropriate.
- Q. Collusion: Conspiracy between vendors is cause for rejection of all RFQs of vendors thus involved.
- R. Requirements for Onsite Service Providers: Vendor employees and contractors who will be providing services on District premises (including delivery driver) must have been subject to a state and federal criminal background check and drug/chemical screening.
- S. Insurance Requirements: You will be required to provide proof of insurance as requested by District. Coverage levels described below should be considered MINIMUM requirements.

Insurance	Description	Coverage	Aggregate
Worker's Compensation	State Statutory Employer's Liability	\$500,000	n/a
Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad-Form Property Damage)	Bodily Injury; Property Damage; Combined Single Limit	\$1,000,000 each occurrence	\$2,000,000 aggregate
Blanket Contractual Liability	Bodily Injury; Property Damage; Combined Single Limit	\$1,000,000 each occurrence	\$2,000,000 aggregate
	Personal Injury, with Employment Exclusion Deleted	\$1,000,000 each occurrence	\$2,000,000 aggregate
Comprehensive Automobile Liability	Bodily Injury; Property Damage; Combined Single Limit	\$1,000,000 each occurrence	\$2,000,000 aggregate

- T. Guarantee: The successful vendor shall agree to unconditionally guarantee all goods supplied against inferiority as to specifications and conditions. All products delivered to the District shall be packaged under applicable federal, state, and local requirements and shall be delivered fresh and before any freshness coding dates inscribed on the individual packages. Any items, which are rejected by the District because of damage, defect, or spoilage shall be removed and replaced without cost to the District.
- U. Delivery: Costs of delivery shall be included in the proposed quoted price.
- V. Non-Waiver of Specifications and Conditions: Failure or neglect of the District to require compliance with any term, condition, or specification of the quoting shall not be deemed a waiver of the same.
- W. Performance/Payment Bond: The successful vendor shall enter in a formal written contract based on the conditions and specifications as set forth herein. They may also be requested to supply the District, within ten days of notification of award, with a Performance/Payment Bond equal to 100% of the total contract price of \$203,000 which is based on the 2018-2019 usage. If the District deems it necessary for the vendor to submit a Performance/Payment Bond, the award may be subject to and conditional upon delivery and execution of the Performance/Payment Bond.
- X. Terms of Payment: Payments will be according to Minnesota Statute 471.425, currently providing for payment within 35 days after receipt of the merchandise or the invoice, whichever comes latest. Nothing in the vendor's, contract, or invoice will override this provision.
- Y. Taxes: No direct charge may be made for federal, state, or municipal sales and excise taxes, for which Independent School District #280 is exempt. The quoted price shall not include the amount of any such tax. The vendor shall pay all taxes imposed on any, and all, goods and/or services used so that there will be no liability on the part of the District for any type of tax assessed thereon.
- Minnesota Taxes: Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Sub 1, Para. (J).
- Excise Taxes: Instrumentalities of the State of Minnesota are not subject to Federal Excise Taxes. Individual exemption certificates will be furnished upon request if needed by successful vendor(s) to reclaim such charges.
- Z. Non-Waiver of Specifications and Conditions: Failure or neglect of the District to require compliance any term, condition, or specification of the quoting shall not be deemed a waiver of the same.
- AA. HACCP Plan: The District requires that the Distributor and Manufacturer have a HACCP plan in place prior to awarding this RFQ. The District will require documentation from the Distributor verifying that a written HACCP plan is in place.
- BB. Confidentiality: All documents, materials and information supplied to the School District are subject to the Minnesota government data practice act.

## General Specifications

Desc	Specification
<b>Product Specification Sheets</b>	<ul style="list-style-type: none"> <li>Vendor is to provide specification sheets/nutrient analysis of products no later than August 10, 2020.</li> </ul>
<b>Invoicing</b>	<ul style="list-style-type: none"> <li>Invoices must contain: <ul style="list-style-type: none"> <li>° Remittance Mailing Address</li> <li>° Purchase Order Number</li> <li>° Ship-To/Service Location Name and Address</li> </ul> </li> <li>For each Item Invoiced: <ul style="list-style-type: none"> <li>° Quantity Sold</li> <li>° Unit of Measure</li> <li>° Product Number and Description</li> <li>° Per Unit Cost</li> <li>° Net Cost</li> </ul> </li> <li>Invoices can be sent via mail or email (addresses noted below)</li> <li>Monthly statements are to be mailed to Richfield Public School, Attn. Food Service Department 7001 Harriet Ave S. Richfield MN, 55423 OR emailed to: <a href="mailto:michael.manning@rpsmn.org">michael.manning@rpsmn.org</a> &amp; <a href="mailto:courtney.laduke@rpsmn.org">courtney.laduke@rpsmn.org</a> The statement is to include copies of all invoices for each site during the month</li> </ul>
<b>Order Submission</b>	<ul style="list-style-type: none"> <li>Online ordering</li> <li>Ability to change/add orders up to 2:00 PM on the business day before delivery.</li> </ul>
<b>Payment Terms</b>	<ul style="list-style-type: none"> <li>Net 35-days (per Minnesota Statute 471.425)</li> </ul>
<b>Payment</b>	<ul style="list-style-type: none"> <li>District PREFERENCE is to utilize a purchasing credit card at no additional fee</li> </ul>
<b>Contact</b>	<ul style="list-style-type: none"> <li>District is to be assigned an account manager for their point of contact</li> </ul>
<b>Reporting</b>	<ul style="list-style-type: none"> <li>Usage totals are to be supplied to the District as deemed necessary. An annual usage report is required to be submitted by July 15 for the previous school year period of 7/1 - 6/30 of each contract year. Usage reports reflecting orders including order numbers, order dates, cost, descriptions, and SKU numbers to be available in a CSV format upon request.</li> </ul>

## Operational Specifications

Desc	Specification
<b>Order Management</b>	<ul style="list-style-type: none"> <li>District will manage inventory levels and submit weekly orders via email with item descriptions and quantities by site. Orders will be submitted at a minimum of one (1) day prior to delivery.</li> </ul>
<b>Delivery Terms</b>	<ul style="list-style-type: none"> <li>Deliveries must be completed during working hours and before 10:30 a.m.</li> <li>All delivery scheduling/arrangement require approval from Food &amp; Nutrition Director</li> </ul>
<b>Delivery Guarantee</b>	<ul style="list-style-type: none"> <li>Deliveries are to be in accordance with quantities as specified by the District Director of Child Nutrition.</li> <li>The Distributor must guarantee at least a 98% fill rate for all orders. If the Distributor fails to deliver any item as listed on the District Order Guide within the prescribed timelines, the District reserves the right to cancel the order and purchase the item(s) on the open market and request payment for the difference between the contract price and the price the District pays on the open market.</li> <li>A substitution approval process must be determined between the District and the Distributor before the contract will be implemented.</li> </ul>
<b>Delivery Routing</b>	<ul style="list-style-type: none"> <li>The District will work directly with the Distributor to develop the most efficient and least interruptive delivery route to all sites. All delivery scheduling/arrangements require approval from Food Service Director.</li> </ul>
<b>Delivery Personnel</b>	<ul style="list-style-type: none"> <li>All personnel delivering merchandise to the District sites must wear uniforms identifying the name of the vendor OR the name of the common carrier.</li> </ul>
<b>Violations</b>	<ul style="list-style-type: none"> <li>Unreasonable and continuing violations of any terms, conditions or clauses included in this specification shall constitute a material breach of this contract.</li> </ul>
<b>Plan of Action</b>	<ul style="list-style-type: none"> <li>The awarded supplier must provide a plan of action in the event of unforeseen circumstances which prevents the supply and/or deliveries of bakery/bread products. This plan must outline how bakery/bread products will be provided to the schools so there is no interruption of service.</li> </ul>

## Delivery Addresses and Schedules

Site	Address	Delivery Days	Delivery Window
Centennial Elementary	7315 Bloomington Avenue South, Richfield, MN 55423	Mon/Wed/Fri	06:30 - 10:00
Richfield Dual Language	7001 Elliot Avenue South, Richfield, MN 55423	Mon/Wed/Fri	06:30 - 10:00
Richfield High	7001 Harriet Avenue South, Richfield, MN 55423	Mon/Wed/Fri	06:30 - 10:00
Richfield Middle	7461 Oliver Avenue South, Richfield, MN 55423	Mon/Wed/Fri	06:30 - 10:00
Richfield STEM	7020 12 <sup>th</sup> Avenue South, Richfield, MN 55423	Mon/Wed/Fri	06:30 - 10:00
Sheridan Hills Elementary	6400 Sheridan Avenue South, Richfield, MN 55423	Mon/Wed/Fri	06:30 - 10:00

The number of sites may increase or decrease during the term of the contract

Note: Delivery days/times may be negotiable with Food & Nutrition Director

## Product Specifications & Estimated Annual Usage By Site

Note: Quantities may vary according to demand and are to be used as an estimate only.

School/Site	Item #	Item Description	U/M	Qty
Centennial Elementary	309	WHI WHEAT WHOLEGRAIN SAND BREAD	EA	239
Centennial Elementary	5151	WHIT WH GRN HOT DOG SINGLE	30/PK	77
Centennial Elementary	5152	WHIT WH GRN D ROLL	12/PK	289
Centennial Elementary	520	WHITE WG 5" HOAGIE BULK	24/PK	50
Centennial Elementary	706	3 ½" SCHOOL WG WHITE DBL BUN	60/FLAT	94
Richfield Dual Language	309	WHI WHEAT WHOLEGRAIN SAND BREAD	EA	174
Richfield Dual Language	5151	WHIT WH GRN HOT DOG SINGLE	30/PK	36
Richfield Dual Language	5152	WHIT WH GRN D ROLL	12/PK	245
Richfield Dual Language	520	WHITE WG 5" HOAGIE BULK	24/PK	145
Richfield Dual Language	706	3 ½" SCHOOL WG WHITE DBL BUN	60/FLAT	130
Richfield High	11	WHEAT SAND BREAD	EA	37
Richfield High	309	WHI WHEAT WHOLEGRAIN SAND BREAD	EA	296
Richfield High	5152	WHIT WH GRN D ROLL	12/PK	643
Richfield High	520	WHITE WG 5" HOAGIE BULK	24/PK	158
Richfield High	538	4" WHITE WHOLE GRAIN DBL BUN	60/FLAT	333
Richfield Middle	11	WHEAT SAND BREAD	EA	423
Richfield Middle	153	CH DAKOTA 12-GRAIN	EA	4
Richfield Middle	309	WHI WHEAT WHOLEGRAIN SAND BREAD	EA	87
Richfield Middle	5151	WHIT WH GRN HOT DOG SINGLE	30/PK	118
Richfield Middle	5152	WHIT WH GRN D ROLL	12/PK	460
Richfield Middle	520	WHITE WG 5" HOAGIE BULK	24/PK	63
Richfield Middle	538	4" WHITE WHOLE GRAIN DBL BUN	60/FLAT	11
Richfield Middle	706	3 ½" SCHOOL WG WHITE DBL BUN	60/FLAT	299

**Product Specifications & Estimated Annual Usage By Site (cont.)**

**Note:** Quantities may vary according to demand and are to be used as an estimate only.

School/Site	Item #	Item Description	U/M	Qty
Richfield STEM	309	WHI WHEAT WHOLEGRAIN SAND BREAD	EA	287
Richfield STEM	5151	WHIT WH GRN HOT DOG SINGLE	30/PK	66
Richfield STEM	5152	WHIT WH GRN D ROLL	12/PK	457
Richfield STEM	520	WHITE WG 5" HOAGIE BULK	24/PK	110
Richfield STEM	706	3 ½" SCHOOL WG WHITE DBL BUN	60/FLAT	140
Sheridan Hills Elementary	309	WHI WHEAT WHOLEGRAIN SAND BREAD	EA	207
Sheridan Hills Elementary	5151	WHIT WH GRN HOT DOG SINGLE	30/PK	70
Sheridan Hills Elementary	5152	WHIT WH GRN D ROLL	12/PK	163
Sheridan Hills Elementary	520	WHITE WG 5" HOAGIE BULK	24/PK	83
Sheridan Hills Elementary	706	3 ½" SCHOOL WG WHITE DBL BUN	60/FLAT	106



## RFQ Submission Worksheet

### Your Company Information

Distributor Name		Contact Name	
Address		City	
State		Zip	
Acknowledge # of Addendums Received		Total Amount of RFQ	
Authorized Signature			
Date			

### References

	Organization	Contact Name	Contact Phone	Contact Email
Reference #1				
Reference #2				

### Qualifications Checklist

Response (Y/N)

Have you reviewed and agreed to all specifications, requirements, terms, and conditions stated in this agreement? (Y/N)	
Will you meet all insurance requirements? (Y/N)	
Will you meet all background check requirements? (Y/N)	
Will your proposed solution meet all General/Operational/Delivery Specifications? (Y/N)	

**RFQ Questions/Data**

Questions	Your Response
Are you authorized to do business with Minnesota Public Schools? (Y/N)	
Do you accept credit card payment? (Y/N) What fee, if any, do you charge for credit card payment?	
Explain the basis for your proposed pricing program	
How can the District audit the contracted price to the invoiced price through this basis?	
Your submitted price is to include delivery. Are there any other fees or charges the District could be invoiced for? (Y/N) If yes, please describe	
Describe how/when your organization communicates information to the District that impacts product quality, availability, and pricing.	
How is spoilage or damaged product handled?	
Please provide the name of the account manager that will be assigned to the District.	

## RFQ Submission Worksheet

### Product Pricing Quote

Product Description	U/M Desc/Size	Est. 12M Usage	Proposed Description (including brand)	Adjustable Price	Firm Price
WHEAT SAND BREAD	EA	460			
CH DAKOTA 12-GRAIN	EA	4			
WHI WHEAT WHOLEGRAIN SAND BREAD	EA	1,290			
WHIT WH GRN HOT DOG SINGLE	30/PK	367			
WHIT WH GRN D ROLL	12/PK	2,257			
WHITE WG 5 HOAGIE BULK	24/PK	609			
4" WHITE WHOLE GRAIN DBL BUN	60/FLAT	344			
3 ½" SCHOOL WG WHITE DBL BUN	60/FLAT	769			



## AFFIDAVIT OF NON-COLLUSION FORM

### RICHFIELD SCHOOL DISTRICT

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if responder is an individual), partner in the responder (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response or responses have been arrived at by the responder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common source of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to respond designed to limit independent response or competition;
3. That the contents of the response or responses have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder or its surety on any bond furnished with the response or responses, and will not be communicated to any such person prior to the official review of the response or responses; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

SUBMITTED BY:

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

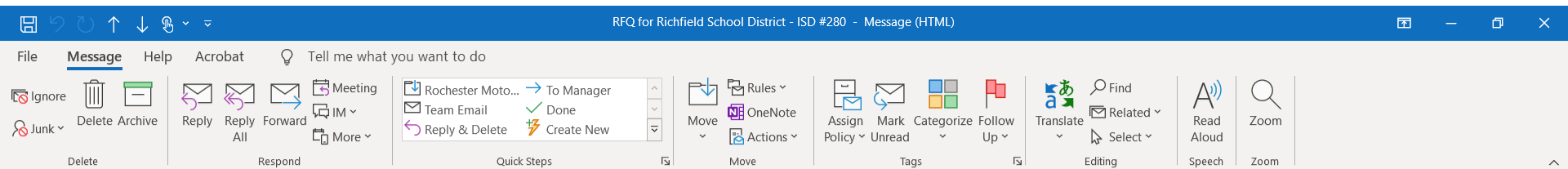
Date \_\_\_\_\_

Subscribed and sworn to before me


This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Notary Public \_\_\_\_\_


Commission Expires \_\_\_\_\_



RFQ for Richfield School District - ISD #280




**Vicky Kornegor**  
To [Brian Kutscher](#); [mubl@panogold.com](#); [ohbakery@davannis.com](#); [sness@panogold.com](#); [krysta.swanson@usfoods.com](#)  
Cc [Michael Manning](#); [Ryan Kleinjan](#)




Richfield.Bread Products.docx  
108 KB

 Reply

 Reply All

 Forward



Thu 5/7/2020 10:24 AM

We are extending an invitation to you to participate in Richfield School District - #280, Request for Quote (RFQ) for “2020 Bakery/Bread Products.” Attached are the documents with all of the RFQ process details, timeline and the RFQ Submission Forms for submittal.

Please notify us if you plan to participate in this process by replying to this email. By responding, you will be added as an active participant for this RFQ and will be notified of any additional information.

Please note the RFQ deadline for submittal is **Wednesday, June 3, 2020 at 10:30 AM (CDT)**. We are requesting that all RFQ responses are to be emailed to [vkornegor@catalyst sourcing.com](mailto:vkornegor@catalyst sourcing.com)

**Vicky Kornegor**  
SOURCING ENGAGEMENT MANAGER



O: 651-300-4630  
C: 612-584-8692  
[vkornegor@catalyst sourcing.com](mailto:vkornegor@catalyst sourcing.com)  
[www.suppliertracker.com](http://www.suppliertracker.com)

## REQUEST FOR QUOTE (RFQ) SUMMARY

### Category Information

<b>Purchase Type:</b>	2020 Bakery/Bread Products	<b>Category:</b>	Bakery/Bread
<b>Department:</b>	Food & Nutrition Services	<b>Date:</b>	6/3/2020
<b>Term Requested:</b>	2020-2021 School Year – July 1, 2020 – June 30, 2021 with the option to renew three additional one (1) year terms.		

### Process Notes

<b>Purchasing Process Used:</b>	<ul style="list-style-type: none"> <li>Request for Quote/Proposal (RFQ/RFP)</li> </ul>
<b>Proposals Requested</b>	<ul style="list-style-type: none"> <li>Pan-O-Gold Baking Co.</li> <li>Bimbo Bakeries</li> <li>Oven Hearth/Oh Bakery</li> <li>US Foods</li> </ul>
<b>Participating Vendors:</b>	<ul style="list-style-type: none"> <li>Pan-O-Gold Baking Co.</li> </ul>

### Qualifications Comparison

Company Name	Pan-O-Gold
Have you reviewed and agreed to all specifications, requirements, terms, and conditions stated in this agreement? (Y/N)	Y
Will you meet all insurance requirements? (Y/N)	Y
Will you meet all background check requirements? (Y/N)	Y
Will your proposed solution meet all General/Operational/Delivery Specifications? (Y/N)	Y

### RFQ Questions/Data

Questions	Pan-O-Gold
Are you authorized to do business with Minnesota Public Schools? (Y/N)	Y
Do you accept credit card payment? (Y/N) What fee, if any, do you charge for credit card payment?	Y
Explain the basis for your proposed pricing program	It is based on commodities and other ingredients
How can the District audit the contracted price to the invoiced price through this basis?	We can have a report run anytime showing costing
Your submitted price is to include delivery. Are there any other fees or charges the District could be invoiced for? (Y/N)	N
Describe how/when your organization communicates information to the District that impacts product quality, availability, and pricing.	When needed
How is spoilage or damaged product handled?	Credit is given on damaged
Please provide the name of the account manager that will be assigned to the District.	Steve Ness

## REQUEST FOR QUOTE (RFQ) SUMMARY

### Pricing Quote Comparison

General Description	Pan-O-Gold			
	U/M Desc	Est. 12 M Usage	Proposed Desc	Firm Price
WHEAT SAND BREAD	EA	460	Clear Bag	\$1.15
CH DAKOTA 12 GRAIN	EA	4	Country Hearth	\$1.58
WHI WHEAT WHOLGRAIN SAND BREAD	EA	1,290	Clear Bag	\$1.15
WHIT WH GRN HOT DOG SINGLE	30/PK	367	Clear Bag Bulk	\$3.30
WHIT WH GRN D ROLL	12/PK	2,257	Clear Bag Dozen	\$1.30
WHITE WG 5" HOAGIE BULK	24/PK	609	Clear Bag Bulk	\$3.40
4" WHITE WHOLE GRAIN DBL BUN	60/FLAT	344	Clear Bag Bulk	\$6.20
3 ½" SCHOOL WG WHITE DBL BUN	60/FLAT	769	Clear Bag Bulk	\$6.20

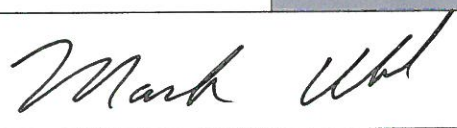
### Attachments

Proposal worksheets from:

- Pan-O-Gold Baking

## RFQ Submission Worksheet

### Your Company Information

Distributor Name	PAN-O-GOLD Baking Co.	Contact Name	Mark Ubl
Address	444 E. St Germain St	City	St. Cloud
State	MN	Zip	56302
Acknowledge # of Addendums Received	4	Total Amount of RFQ	\$15,135.00
Authorized Signature			
Date	5-12-20		

### References

	Organization	Contact Name	Contact Phone	Contact Email
Reference #1	Aitkin Schools	Tiffany Gustin	218-927-2115	
Reference #2	Crosslake Comm. School	Kauth Faust		kathyfaust@crosslakekids.org

### Qualifications Checklist

Response (Y/N)

Have you reviewed and agreed to all specifications, requirements, terms, and conditions stated in this agreement? (Y/N)	Y
Will you meet all insurance requirements? (Y/N)	Y
Will you meet all background check requirements? (Y/N)	Y
Will your proposed solution meet all General/Operational/Delivery Specifications? (Y/N)	Y



**RFQ Questions/Data**

Questions	Your Response
Are you authorized to do business with Minnesota Public Schools? (Y/N)	Yes
Do you accept credit card payment? (Y/N) What fee, if any, do you charge for credit card payment?	Yes
Explain the basis for your proposed pricing program	It is based on commodities and other ingredients
How can the District audit the contracted price to the invoiced price through this basis?	We can have a report run anytime showing costing
Your submitted price is to include delivery. Are there any other fees or charges the District could be invoiced for? (Y/N) If yes, please describe	No
Describe how/when your organization communicates information to the District that impacts product quality, availability, and pricing.	When needed
How is spoilage or damaged product handled?	Credit is given on damaged
Please provide the name of the account manager that will be assigned to the District.	Steve Ness

## RFQ Submission Worksheet

### Product Pricing Quote

Product Description	U/M Desc/Size	Est. 12M Usage	Proposed Description (including brand)	Adjustable Price	Firm Price
WHEAT SAND BREAD	EA	460	Clear Bag		1.15
CH DAKOTA 12-GRAIN	EA	4	Country Hearth		1.58
WHI WHEAT WHOLEGRAIN SAND BREAD	EA	1,290	Clear Bag		1.15
WHIT WH GRN HOT DOG SINGLE	30/PK	367	Clear Bag Bulk		3.30
WHIT WH GRN D ROLL	12/PK	2,257	Clear Bag dozen		1.30
WHITE WG 5 HOAGIE BULK	24/PK	609	Clear Bag Bulk		3.40
4" WHITE WHOLE GRAIN DBL BUN	60/FLAT	344	Clear Bag Bulk		6.20
3 ½" SCHOOL WG WHITE DBL BUN	60/FLAT	769	Clear Bag Bulk		6.20



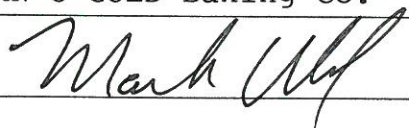
**AFFIDAVIT OF NON-COLLUSION FORM**  
**RICHFIELD SCHOOL DISTRICT**

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if responder is an individual), partner in the responder (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response or responses have been arrived at by the responder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common source of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to respond designed to limit independent response or competition;
3. That the contents of the response or responses have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder of its surety on any bond furnished with the response or responses, and will not be communicated to any such person prior to the official review of the response or responses; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

**SUBMITTED BY:**

Firm Name PAN-O-GOLD Baking Co.

Signature 

Title Vice President of Sales

Address 444 E. St. Germain St. P.O.Box 848  
St. Cloud, MN 56302

Telephone 320-251-9361

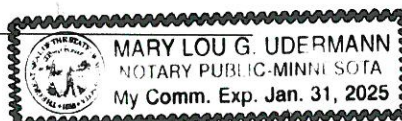
Date 5/12/2020

Subscribed and sworn to before me

This 12<sup>th</sup> day of May 2020

Notary Public Mary Lou Udermann

Commission Expires 1/31/25



**Board of Education**  
Independent School District 280  
Richfield, Minnesota

**Regular Meeting June 29, 2020**

**SUBJECT: District 280 Long-Term Facilities Maintenance Plan**

(Recommended by the Superintendent)

The Board of Education approves Independent School District #280's Long-Term Facilities Maintenance Program Budget and 10 year plan as well as authorizes inclusion of LTFM Levy for FY22 in the amount of \$6,007,223 including \$1,809,966 in General Fund Levy and \$4,197,257 in Debt Service for Alternative Facilities and Indoor Air Quality Projects in excess of \$100,000 per site.

**Background Information**

(Prepared by Craig Holje and Dan Kretsinger)

Each school district is required to develop and submit a 10-year Long-Term Facilities Maintenance (LTFM) plan as part of the District's application for state aid and levy funding. Attached is a copy of the District plan. The plan is based on expectations at the time of completion and is subject to revisions at least every biennium. Anticipated expenditures are planned to be within available revenue for the year.

Larger projects included in the 2020-2021 LTFM include the following:

- High School partial roof replacement
- Richfield High School tuck-pointing project
- Richfield Middle School pool HVAC system
- Drainage and paving work at the bus garage parking lot
- Fuel island repair and replacement
- High School main gym entrance door replacements
- Middle School lap pool scoreboard replacement

Initial projects planned for 2021-2022 LTFM include the following

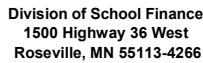
- Tuck-pointing
- Elevator updates
- High School North Tower restroom renovations
- Flooring updates
- Roofing replacements
- High School parking lot renovations

FY 22 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection										
<= Type in School District Number										
RICHFIELD PUBLIC SCHOOL DISTRICT										
	Current Estimate									
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Type your district number in cell A2 (Minneapolis = 1.2)										
Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b to 18, 20, 21, 26, 27 and 50b										
Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33										
Look-up data from following tabs										
Initial Formula Revenue										
Current year APU	4,481.89	4,645.57	4,645.57	4,645.57	4,645.57	4,645.57	4,645.57	4,645.57	4,645.57	4,645.57
Additional Pre-K Pupil Units ( line 19 of Pre-K application)	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50
Total Adjusted Pupil Units = (6) + (6a)	4,599.39	4,763.07	4,763.07	4,763.07	4,763.07	4,763.07	4,763.07	4,763.07	4,763.07	4,763.07
District average building age (uncapped)	60.80	61.80	62.80	63.80	64.80	65.80	66.80	67.80	68.80	69.80
Formula allowance	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00
Building age ratio = (Lesser of 1 or (7) / 35)	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
Initial revenue = (6) * (8) * (9)	1,747,770	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966
Added revenue for Eligible H&S Projects > \$100,000 / site										
Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess	3,017,753	3,022,005	3,027,255	3,033,608	3,029,828	-	-	-	-	-
Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)	-	-	-	-	-	-	-	-	-	-
Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > \$100,000 per site (1A)	-	-	-	-	-	-	-	-	-	-
Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > \$100,000 per site (1A)	-	-	-	-	-	-	-	-	-	-
Existing Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue from "IAQFAA Bonds" tab	1,175,252	1,175,252	1,175,252	1,175,252	1,175,252	2,970,752	2,529,227	3,900,789	3,934,914	3,881,364
New debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue	-	-	-	-	-	-	-	-	-	-
Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue = (16a) + (16b)	1,175,252	1,175,252	1,175,252	1,175,252	1,175,252	2,970,752	2,529,227	3,900,789	3,934,914	3,881,364
Pay as you go revenue for eligible new H&S projects > \$100,000 / site	-	-	-	-	-	-	-	-	-	-
Total additional revenue for eligible H&S projects >\$100,000 / site (12) - (13) + (14) -(15) + (17) + (18)	4,193,004	4,197,257	4,202,507	4,208,859	4,205,079	2,970,752	2,529,227	3,900,789	3,934,914	3,881,364
Added revenue for Pre-K remodeling (for VPK approvals only)										
Net debt service for bonds approved for Pre-K remodeling	-	-	-	-	-	-	-	-	-	-
Pay as you go for projects approved for Pre-K remodeling	-	-	-	-	-	-	-	-	-	-
Total Pre-K revenue	-	-	-	-	-	-	-	-	-	-
Total New Law Revenue (10) + (19) + (20c)	5,940,774	6,007,223	6,012,473	6,018,825	6,015,045	4,780,718	4,339,193	5,710,755	5,744,880	5,691,330

FY 22 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection										
<= Type in School District Number										
RICHFIELD PUBLIC SCHOOL DISTRICT										
	Current Estimate									
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
<b>Old Formula revenue</b>										
Old formula Health & Safety revenue (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2022)	391,550	-	-	-	-	-	-	-	-	-
Old formula alt facilities debt revenue (1A) - gross before debt excess	-	-	-	-	-	-	-	-	-	-
Debt Excess allocated to line 22	-	-	-	-	-	-	-	-	-	-
Old formula alt facilities debt revenue (1A) - debt excess	-	-	-	-	-	-	-	-	-	-
Old formula alt facilities net debt revenue (1B) = (12) - (13)	3,017,753	3,022,005	3,027,255	3,033,608	3,029,828	-	-	-	-	-
Old formula alt facilities pay as you go revenue (1A)	-	-	-	-	-	-	-	-	-	-
Old formula alt facilities pay as you go revenue (1B) > \$500,000 (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2022)	-	-	-	-	-	-	-	-	-	-
LTFM "H&S >100K per site" bonds	1,175,252	1,175,252	1,175,252	1,175,252	1,175,252	2,970,752	2,529,227	3,900,789	3,934,914	3,881,364
LTFM "other" bonds for 1A hold harmless	-	-	-	-	-	-	-	-	-	-
Old formula deferred maintenance revenue = (if (22) + (26) = 0, (10) * (\$64 / formula allowance))	294,361	304,836	304,836	304,836	304,836	304,836	304,836	304,836	304,836	304,836
Total old formula revenue = (21)+(24)+(25)+(26)+(27)+(27a)+(27b)+(28)	4,878,916	4,502,093	4,507,343	4,513,696	4,509,916	3,275,588	2,834,063	4,205,626	4,239,751	4,186,201
<b>Total LTFM Revenue for Individual District Projects = Greater of (20d) or [(29) + (20c)]</b>										
District Requested Reduction from Maximum LTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as positive number	-	-	-	-	-	-	-	-	-	-
<b>District LTFM Revenue (30) - (31)</b>	5,940,774	6,007,223	6,012,473	6,018,825	6,015,045	4,780,718	4,339,193	5,710,755	5,744,880	5,691,330
LTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unequalized)	-	-	-	-	-	-	-	-	-	-
<b>Grand Total LTFM Revenue (32) + (33)</b>	5,940,774	6,007,223	6,012,473	6,018,825	6,015,045	4,780,718	4,339,193	5,710,755	5,744,880	5,691,330
<b>Aid and Levy Shares of Total Revenue</b>										
For ANTC & APU, three year prior date	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Three year prior Ag Modified ANTC	60,950,005	61,996,058	64,475,900	67,054,936	69,737,134	72,526,619	75,427,684	78,444,791	81,582,583	84,845,886
Three year prior Adjusted PU (New Weights)	4,733.17	4,597.94	4,601.19	4,481.89	4,645.57	4,645.57	4,645.57	4,645.57	4,645.57	4,645.57
ANTC / APU = (36) / (37)	12,877.20	13,483.45	14,012.87	14,961.29	15,011.54	15,612.00	16,236.48	16,885.94	17,561.38	18,263.83
State average ANTC / APU with ag value adjustment	8,569.99	9,139.23	9,569.17	9,960.02	10,358.00	10,772.00	11,203.00	11,651.00	12,117.00	12,602.00
Equalizing Factor = 123% of (39)	10,541.09	11,241.25	11,770.08	12,250.82	12,740.34	13,249.56	13,779.69	14,330.73	14,903.91	15,500.46
Local (levy) share of Equalized Revenue (lesser of 1 or (38) / (40))	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
State (aid) share of Equalized Revenue (1 - (41))	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Equalized Revenue (lesser of (34) or (6) * (8))	1,703,120	1,765,316	1,765,316	1,765,316	1,765,316	1,765,316	1,765,316	1,765,316	1,765,316	1,765,316
Initial LTFM State Aid (42) * (43)	-	-	-	-	-	-	-	-	-	-
Old formula Grandfathered Alternative Facilities Aid	-	-	-	-	-	-	-	-	-	-
Total LTFM State Aid (Greater of (44) or (45))	-	-	-	-	-	-	-	-	-	-
Total LTFM Levy (34) - (46) (including coop/intermediate)	5,940,774	6,007,223	6,012,473	6,018,825	6,015,045	4,780,718	4,339,193	5,710,755	5,744,880	5,691,330
<b>Debt Service Portion of Revenue (non-grandfather districts)</b>										
Subtotal Debt Service Revenue from above = (12) - (13) + (17) + (24)	4,193,004	4,197,257	4,202,507	4,208,859	4,205,079	2,970,752	2,529,227	3,900,789	3,934,914	3,881,364

FY 22 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection										
<= Type in School District Number										
RICHFIELD PUBLIC SCHOOL DISTRICT										
	Current Estimate									
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Existing LTFM bonds excluding bonds on line 17 (principal + interest)*1.05 from "FM Other Bonds" tab	-	-	-	-	-	-	-	-	-	-
New LTFM bonds excluding bonds on line 17 (principal + interest)*1.05	-	-	-	-	-	-	-	-	-	-
Total Debt Service Revenue = (49) + (50) + (50b)	4,193,004	4,197,257	4,202,507	4,208,859	4,205,079	2,970,752	2,529,227	3,900,789	3,934,914	3,881,364
Equalized debt Service Revenue (lesser of (43) or (51))	1,703,120	1,765,316	1,765,316	1,765,316	1,765,316	1,765,316	1,765,316	1,765,316	1,765,316	1,765,316
Debt Service Aid = (52) * (42)	-	-	-	-	-	-	-	-	-	-
Equalized Debt Service Levy = (52) - (53)	1,703,120	1,765,316	1,765,316	1,765,316	1,765,316	1,765,316	1,765,316	1,765,316	1,765,316	1,765,316
Unequalized Debt Service Revenue and Levy = (Greater of zero or (51) - (50))	2,489,884	2,431,941	2,437,191	2,443,543	2,439,763	1,205,436	763,911	2,135,473	2,169,598	2,116,048
General Fund Portion of Revenue (non-grandfather districts)										
Total General Fund Revenue = (34) - (51)	1,747,770	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966
General Fund Equalized Revenue = (43) - (52)	-	-	-	-	-	-	-	-	-	-
Total General Fund Aid = (46) - (53)	-	-	-	-	-	-	-	-	-	-
General Fund Equalized Levy = (58) * (41)	-	-	-	-	-	-	-	-	-	-
General Fund Unequalized levy = (57) - (58)	1,747,770	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966
Total General Fund Levy = (60) + (61)	1,747,770	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966	1,809,966
Notes:										
1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid.										
2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan.										
3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.										





## ED - 02478-06

District Info.	Enter Information	District Info.	Enter Information
District Name:	Richfield ISD280	Date:	
District Number:	280	Email:	
District Contact Name:	Dan Kretsinger		
Contact Phone #	612-798-6081		

Expenditure Categories		Fiscal Year (FY) Ending June 30										
		2020 (base year)	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.												
Finance Code	Category (1)											
347	Physical Hazards	\$46,000	\$118,900	\$70,900	\$40,900	\$45,900	\$37,900	\$37,900	\$47,900	\$57,900	\$37,900	\$37,900
349	Other Hazardous Materials	\$48,000	\$38,000	\$25,000	\$20,000	\$40,000	\$33,000	\$20,000	\$60,000	\$25,000	\$25,000	\$48,000
352	Environmental Health and Safety Management	\$91,935	\$102,450	\$104,450	\$108,950	\$104,450	\$101,950	\$111,450	\$101,950	\$114,500	\$121,500	\$114,500
358	Asbestos Removal and Encapsulation	\$99,000	\$59,000	\$99,000	\$96,000	\$99,000	\$19,000	\$16,000	\$19,000	\$19,000	\$19,000	\$19,000
363	Fire Safety	\$97,000	\$110,000	\$118,000	\$91,000	\$91,000	\$111,000	\$91,000	\$91,000	\$122,000	\$102,000	\$102,000
366	Indoor Air Quality	\$10,000	\$15,000	\$15,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$20,000	\$20,000	\$170,000
Total Health and Safety Capital Projects		\$393,955	\$445,371	\$434,372	\$368,873	\$392,374	\$314,875	\$288,376	\$331,877	\$360,428	\$327,429	\$493,430
Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year												
Finance Code	Category (2)											
358	Asbestos Removal and Encapsulation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
363	Fire Safety	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
366	Indoor Air Quality	\$16,409,500	\$10,493,203	\$1,909,504	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Health and Safety Capital Projects \$100,000 or More		\$16,409,500	\$10,493,203	\$1,909,504	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151												
Finance Code	Category (3)											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Remodeling for Approved Voluntary Pre-K Projects		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accessibility												
Finance Code	Category (4)											
367	Accessibility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Accessibility Projects		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Capital Expenditures and Maintenance Projects												
Finance Code	Category (5)											
368	Building Envelope	\$75,000	\$350,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
369	Building Hardware and Equipment	\$65,000	\$70,000	\$235,000	\$120,000	\$30,000	\$15,000	\$15,000	\$20,000	\$30,000	\$15,000	\$15,000
370	Electrical	\$130,000	\$130,000	\$55,000	\$45,000	\$25,000	\$29,000	\$26,000	\$26,000	\$10,000	\$10,000	\$10,000
379	Interior Surfaces	\$100,000	\$65,000	\$50,000	\$50,000	\$50,000	\$90,000	\$80,000	\$100,000	\$100,000	\$100,000	\$100,000
380	Mechanical Systems	\$46,000	\$480,000	\$60,000	\$50,000	\$65,000	\$65,000	\$40,000	\$45,000	\$50,000	\$50,000	\$140,000
381	Plumbing	\$10,000	\$50,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
382	Professional Services and Salary	\$72,037	\$145,235	\$145,235	\$145,235	\$145,235	\$145,235	\$145,235	\$145,235	\$145,235	\$145,235	\$145,235
383	Roof Systems	\$0	\$450,000	\$200,000	\$300,000	\$431,881	\$490,856	\$300,000	\$200,000	\$200,000	\$200,000	\$200,000
384	Site Projects	\$55,000	\$440,000	\$680,000	\$455,085	\$360,476	\$350,000	\$250,000	\$467,600	\$200,000	\$200,000	\$200,000
Total Deferred Capital Expense and Maintenance		\$553,037	\$2,180,235	\$1,735,235	\$1,475,320	\$1,417,592	\$1,495,091	\$1,166,235	\$1,313,835	\$1,045,235	\$1,030,235	\$1,120,235
Total Annual 10-Year Plan Expenditures		\$17,356,492	\$13,118,809	\$4,079,111	\$1,844,193	\$1,809,966	\$1,809,966	\$1,454,611	\$1,645,712	\$1,405,663	\$1,357,664	\$1,613,665
Fund Balance Section												
Fund 01												
	Beginning Fund Balance 01-467-XX	\$437,361	\$1,271,704	\$393,868	\$34,227	\$0	\$0	\$0	\$355,355	\$519,609	\$923,912	\$1,376,214
	LTFM Fiscal Year Revenue - Levy	\$1,781,335	\$1,747,770	\$1,809,966	\$1,809,966	\$1,809,966	\$1,809,966	\$1,809,966	\$1,809,966	\$1,809,966	\$1,809,966	\$1,809,966
	LTFM Fiscal Year Revenue - AID if Applicable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Fiscal Year Revenue Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT if applicable (COVID-19) by End of Fiscal Year (06-30-20)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Estimated Fiscal Year Expenditures	\$946,992	\$2,625,606	\$2,169,607	\$1,844,193	\$1,809,966	\$1,809,966	\$1,454,611	\$1,645,712	\$1,405,663	\$1,357,664	\$1,613,665
Ending Fiscal Year Fund Balance 01-467-XX		\$1,271,704	\$393,868	\$34,227	\$0	\$0	\$0	\$355,355	\$519,609	\$923,912	\$1,376,214	\$1,572,515
Fund 06												
	Beginning Fund Balance 06-467-XX	\$28,269,207	\$12,159,707	\$1,891,504	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Fiscal Year Bonded Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Fiscal Year Revenue Other	\$300,000	\$225,000	\$18,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT if applicable (COVID-19) by End of Fiscal Year (06-30-20)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Estimated Fiscal Year Expenditures	\$16,409,500	\$10,493,203	\$1,909,504	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ending Fiscal Year Fund Balance 06-467-XX		\$12,159,707	\$1,891,504	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



# AMSD Update

June 22, 2020

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The Senate and House adjourned the Special Session sine die early Saturday morning without reaching agreement on significant issues including a bonding package, police accountability, distribution of federal funds to cities, counties and townships, and a tax bill. The bodies met intermittently throughout the day on Friday and took up several bills, then were in recess for most of the evening while leaders exchanged offers on police accountability legislation. During a recess Friday afternoon, Senators Dick Cohen and Scott Jensen gave their retirement speeches and were recognized for their service in the Senate.

In the end, agreements were not reached, and the Senate adjourned sine die just after 6 a.m., with the House following shortly afterward. The Governor had stated previously that he would call the Legislature back immediately, but later said he would reassess the timing for a second special session.

As always, please feel free to contact me with any questions.

Best,  
Scott Croonquist  
Executive Director

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## **Special Session update: Education Policy bill passed, and more**

The Senate passed the Education Policy Bill, HF 33 (Youakim/Nelson), late Friday night on a 67-0 vote — hours after it had passed the House earlier in the day 117-9. The bill is now headed to the Governor's desk.

The bill includes almost the same language as HF 163, the bill that was passed in the last minutes of the regular session in the House but was too late for the Senate to act before adjournment. The only difference was the addition of a fund transfer for the Ogilvie School District.

Key provisions of the final bill included:

- **Referendum notices.** The bill would extend the timeline for sending the required referendum notice from 30 to 45 days prior to the election. This was among the AMSD Legislative Priorities, to align the delivery of the referendum notice with the start of early voting.
- **Dyslexia.** The bill would require school districts to screen for students who demonstrate the characteristics of dyslexia and provide a report of those efforts including the number of students screened, and the number of students demonstrating the characteristics.
- **Mental health training.** Extends mental illness training required for Tier 3 and Tier 4 licenses to Tier I and Tier 2 licenses.
- **Vaping awareness and prevention.** The bill would require public schools to provide vaping prevention instruction at least once to students in grades 6 through 8, and strongly encourages schools to provide evidence-based vaping prevention instruction to students in grades 9 through 12. The instruction could be provided as a part of a public school's locally developed health standards.
- **Unclaimed student medications.** The legislation would require notifications and new disposal procedures of medications considered controlled substances, as well as procedures for other unclaimed or abandoned student prescription drugs or medications remaining at schools.
- **Special Education.** Allows a school district to conduct a functional behavior assessment (FBA) as a standalone evaluation without

conducting a comprehensive evaluation of the student, and allows a student who receives special education services to participate in Alternative Delivery of Specialized Instruction Services (ADSIS). Under current law, a student with an individualized education program cannot receive ADSIS services in addition to special education services.

- **PreK discipline and expulsion.** The legislation would require districts to exhaust nonexclusionary discipline resources — including referrals for needed support services, parenting education, home visits and other supportive education interventions — before allowing a disciplinary dismissal for PreK students, and then limit expulsions and exclusions to when there is an ongoing serious threat to the child or others.

- [LINK: View the full House Summary](#)

Here are the bills passed by both bodies during the special session that will be sent to the Governor for his signature:

- [Chapter 1/HF 5](#) (Stephenson/P. Anderson)  
Providing \$62.5 million for emergency small-business grants and loans – \$60 million from a federal coronavirus relief bill and \$2.5 million from Department of Employment and Economic Development's Emergency Loan Program, signed into law on June 18.
- [Chapter 2/HF 11](#) (Moran/Abeler) HHS Policy bill including provisions in child care, foster care, disability services, community supports, and civil commitment, signed into law on June 18.
- [Chapter 3/HF 65](#) (Hornstein/Newman)  
Replacement license plate fees established, and design requirements amended for

enhanced driver's licenses and enhanced identification cards, signed into law June 18.

- [Chapter 4/HF 37](#) (Hansen/Ingebrigtsen) Solid waste management tax exemptions provided, pilot accessibility projects required on wildlife management areas, and appropriations extended, signed into law June 18.
- [Chapter 5/SF 15](#) (Ruud/Tabke) Amusement rides and lawn equipment operation by youth effective date change, presented to the Governor June 19.
- [Chapter 6/SF 45](#) (Koran/Huot) COVID-19 gambling control laws temporary adjustments authorization, presented to the Governor June 19.
- [SS HF 105](#) (Liebling) COVID-19; Extending the executive order relating to use of telemedicine in the state medical cannabis program, human services program waivers and modifications issued by the commissioner of human services pursuant to executive orders during the peacetime emergency extended, 60-day period to transition affected programs off waivers and modifications following expiration of the peacetime emergency, and money appropriated.
- [SS HF 33](#) (Youakim/Nelson) Education Policy bill, detailed above.
- [SS HF 41](#) (Pinto/Benson) Modifying the child care assistance provider reimbursement rates amended H0041A8 to the 25th percentile 2018 rate.
- [SS HF 63](#) (Stephenson/Rarick) Modifying shared work program eligibility for unemployment.