

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, March 2, 2020
7:00 p.m. School Board Meeting
District Board Room

- I. CALL TO ORDER
- II. REVIEW AND APPROVAL OF THE AGENDA
- III. INFORMATION AND PROPOSALS -- NON-ACTION ITEMS
 - A. Superintendent Update
 - 1. Richfield High School Presentation
 - 2. Strategic Plan Update
 - B. Commendations
- IV. CONSENT AGENDA
 - A. Routine Matters
 - 1. Minutes of the regular meeting held February 18, 2020
 - 2. General Disbursements as of February 26, 2020 for \$1,356,417.82
 - 3. Investment Holdings as of February 26, 2020
 - B. Personnel Items
- V. OLD BUSINESS
 - A. Policy 502 Resident and Nonresident Student Enrollment and 502.1 New Student Registration Requirements
 - B. RHS Facilities Project Change Orders #14, #15, #16, #17
 - C. RDLS Facilities Project Change Orders #15 and #16

VI. NEW BUSINESS

- A. Bid Award – Centennial Elementary School – 2020 Asbestos Abatement Project
- B. Bid Award – Richfield Middle School – 2020 Asbestos Abatement Project
- C. Annual Budget Revision 2019-2020
- D. Policy 612 – Curriculum Development and 612.1 Education Program Improvement Process
- E. Policy 404 – Drug and Alcohol Testing
- F. Bid Award – Richfield High School Reroofing
- G. Donations

VII. ADVANCE PLANNING

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

3-16-20	7:00 p.m.	Regular Board Meeting Public Comment
4-06-20	7:00 p.m.	Regular Board Meeting RDLS Presenting

- D. Suggested/Future Agenda Items

VIII. ADJOURN REGULAR MEETING

Enriching and accelerating learning

R

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PUBLIC SCHOOLS

RHS
Transformation Update
2019-2020

March 2, 2020

Enriqueciendo y acelerando el aprendizaje

By the end of this presentation, the RPS School Board will:

- Understand the work RHS has done and our progress to date; and
- Understand the work in progress to make RHS a stronger and more equitable high school that helps each of our students accomplish their goals and dreams.



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AGENDA

- Our Priorities
- Achievement to Date
- Continuous Improvement Priorities for 2019-2020
- Questions

Priorities



- A culture of high expectations and equitable achievement for ALL students
- High quality, effective instruction delivered to students every day
- Access and support for rigorous coursework
- Differentiated support for students and their unique needs
- Multiple pathways for students to graduate from high school and achieve their goals and dreams



Technical Changes Year to Date



- Overhauled the structure of the school day
- Moved to a later start time aligned to researched-based practices
- Embedded Professional Learning Communities (PLCs)
- Embedded Teacher Collaboration Time
- Added more reading and math intervention
- Added more support for rigorous courses
- Increased teacher leadership
- Increased social work FTEs from .5 to 1.5
- Added a Student Engagement Specialist



Adaptive Work in Progress this Year



- Flexible and collaborative learning spaces
- Flexible learning days
- Implementation of board adopted attendance and behavior policies
- Implementation of common grading practices
- Increasing social emotional learning supports and systemic practices
- Increasing instructional effectiveness
- Developed building-wide expected behaviors matrix
- Increasing the effectiveness of our PLCs
- Implementation of CPM Math Curriculum
- Vertically aligning curriculum from grades 6 through 13+
- **Lastly, examining all practices, policies, processes and student results through a lens of equity all the time!**

Our Measures of Achievement

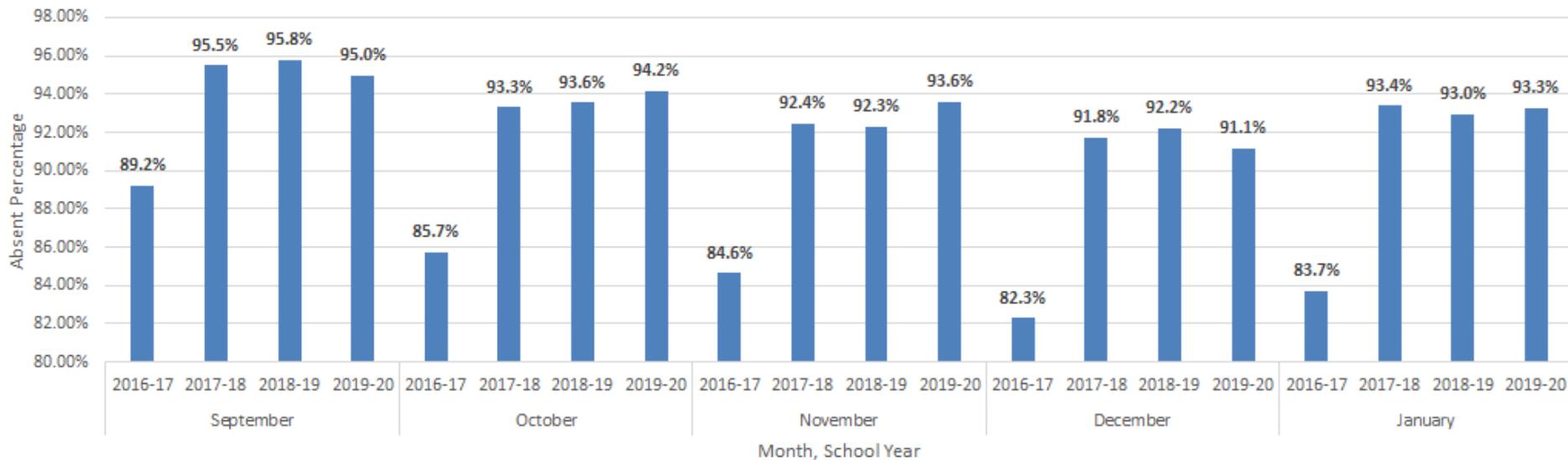


- Attendance
- Student Grades, Fail Rates, and Grade Distribution
- Behaviors that lead to suspension
- Suspensions
- Four year graduation rate
- ACT Scores
- Student registration in rigorous courses and demographics of rigorous classes
- College entrance and acceptance

Attendance Rates



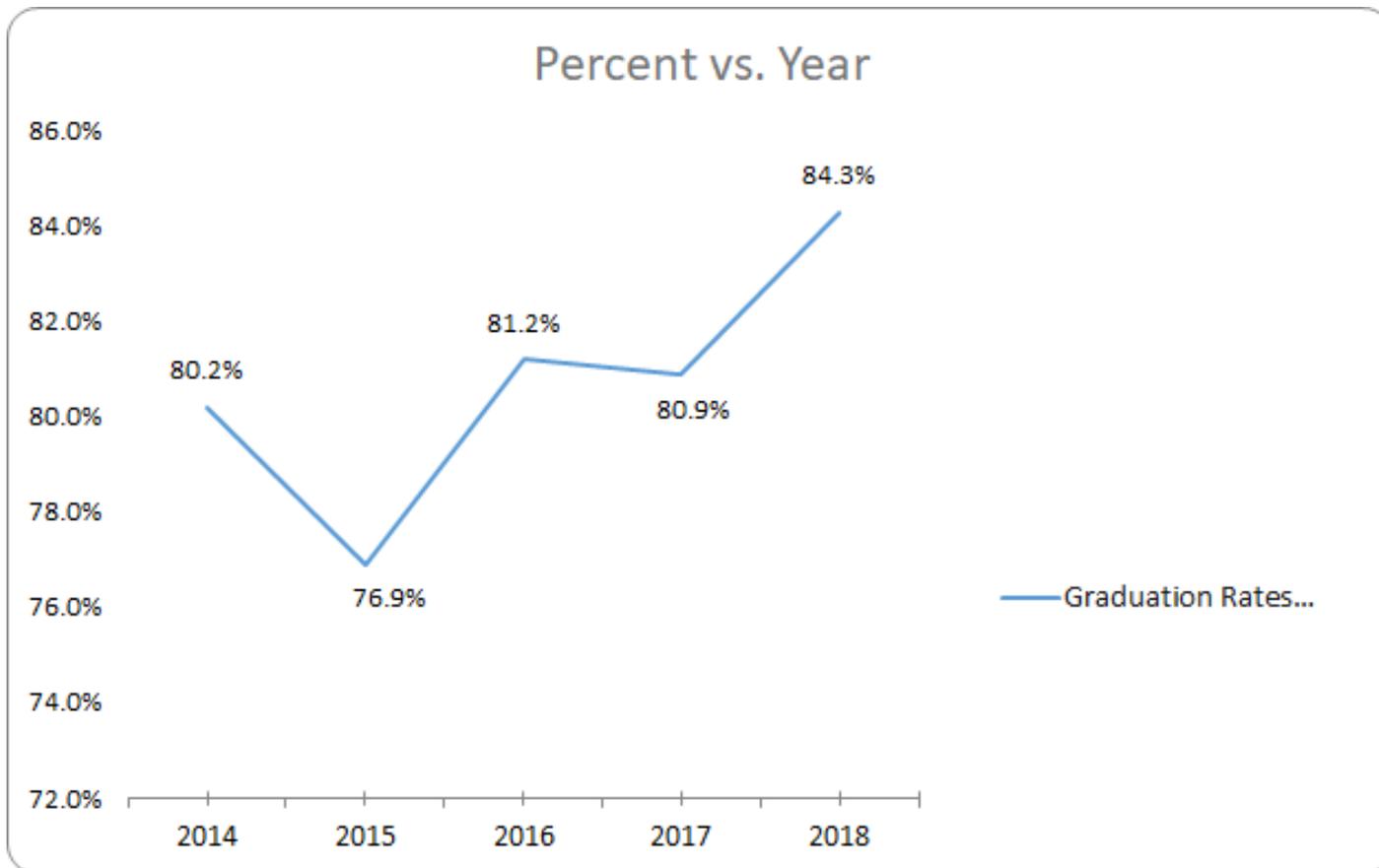
Through 01-29 Attendance percentage by Month



RPS Graduation Rates by Year



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Common Grading Practices



- Students can turn in late work for any absence without penalty until the end of the unit.
- Students can retake, redo, or revise assessments on which they do not meet proficiency until the end of the next unit.
- Grades do not include points for professionalism, effort, attendance, or participation (unless clearly defined in learning standards with a rubric).
- Grades do not include extra credit.
- The lowest grade a student can earn on an attempted summative assessment is 50% of points assigned. The lowest grade a student can earn on a non-attempted summative assessment is 40% of points assigned.

All grades will communicate student learning in alignment with the RPS attendance policy.

Fail Rates

Count of Failing Grades Semester 1 SY 2019 to SY 2020

Grade	2018-2019	2019-2020	Percent Decrease
9th	129	119	7.75%
10th	170	147	13.5%
11th	136	76	44.1%
12th	117	69	41%
Total	552	411	25.54%

ACT for Class of 2019



- Average scores in all subject areas (English, Math, Reading, Science) continue an upward trend
- The percentage of students meeting College Readiness benchmarks continues to increase in all subject areas, although the racial achievement gap persists.
- Black, Asian, and White participants scored equal to or higher than the state in Composite, English, Math, and Reading.
- Overall Writing scores are up from 5.6 in 2018 to 6.2 in 2019 and all ethnicities scored higher than their statewide peers

Rigorous Courses Offered at RHS

Higher Rigor Enrollment	College Credit Potential
Honors	College in the Schools (CIS)
College Preparatory (CP)	Advanced Placement (AP)



CIS Offerings at RHS



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- English: Intro to Literature
- Calculus
- Applied Statistics
- College Algebra through Modeling
- American History
- Political Science
- Microeconomics
- Macroeconomics
- Human Physiology
- Intro to Physics
- Physics by Inquiry
- Engineering: Climate Crisis
- German
- Education
- African American Studies



CIS Opportunities Currently not Offered



- Introduction to Public Speaking
- University Writing
- Intermediate Spanish
- Intermediate French
- Introduction to Animal Science
- Introduction to Psychology
- Language courses not offered at RHS: Greek, Chinese, Japanese, Latin

CIS Challenges and Limitations



- There are some CIS courses offered that are not currently accepting new instructor applications (Intro to Public Speaking, University Writing)
- Concurrent enrollment teacher qualifications are set by the University of Minnesota academic departments as well as the Higher Learning Commission
- Previous minimum qualification requirement for a CIS instructor was a Master's degree in any discipline
- Current minimum qualification requirements ask for a Master's degree in the discipline, **or** graduate degree in any field plus 18 graduate credit hours in the discipline **or** a combination of a graduate degree and graduate credit in a variety of relevant graduate level courses

Advanced Placement Offerings at RHS



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- AP Human Geography
- AP Psychology
- AP English
- AP Spanish Language and Culture
- AP Spanish Literature
- AP World History
- AP Music Theory



CollegeBoard

AP[®]

Rigorous Course Enrollment Data*

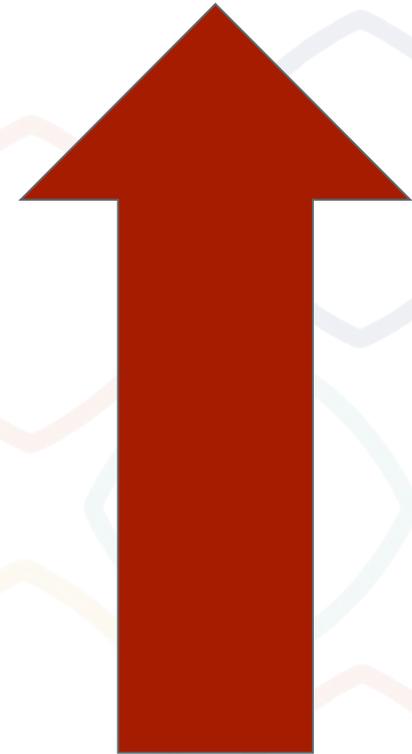


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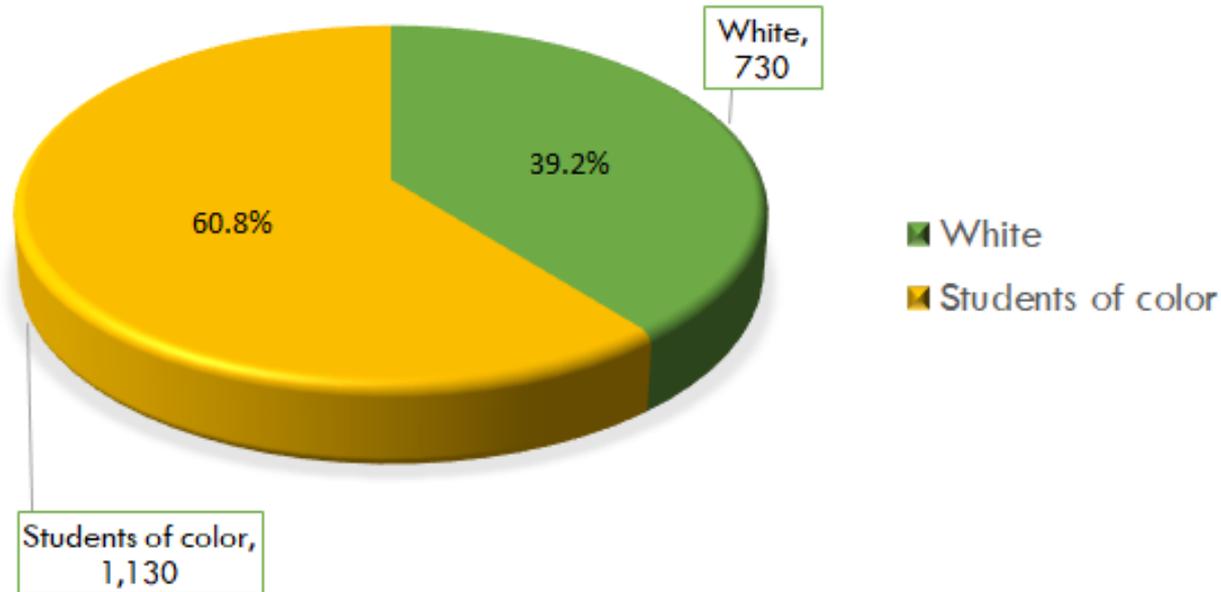
Year	Enrollment
2016-17	772
2017-18	1305
2018-19	1199
2019-20	1860

1186 students enrolled in **CIS/AP**

674 students enrolled in **Honors/CP**



Rigorous Course Demographic Data SY2020

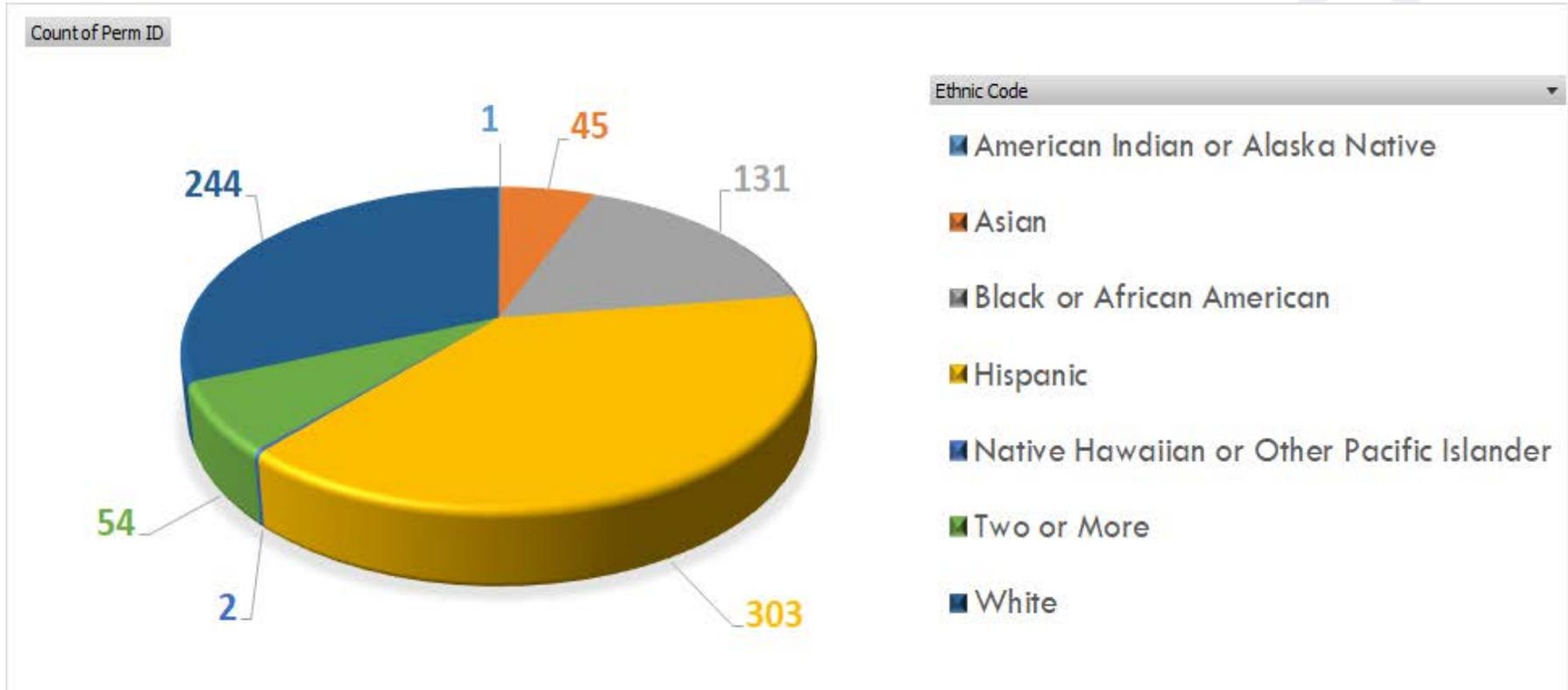


Rigorous Course Demographic Data SY2020



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Unduplicated numbers by race



School Counseling Redesign Work



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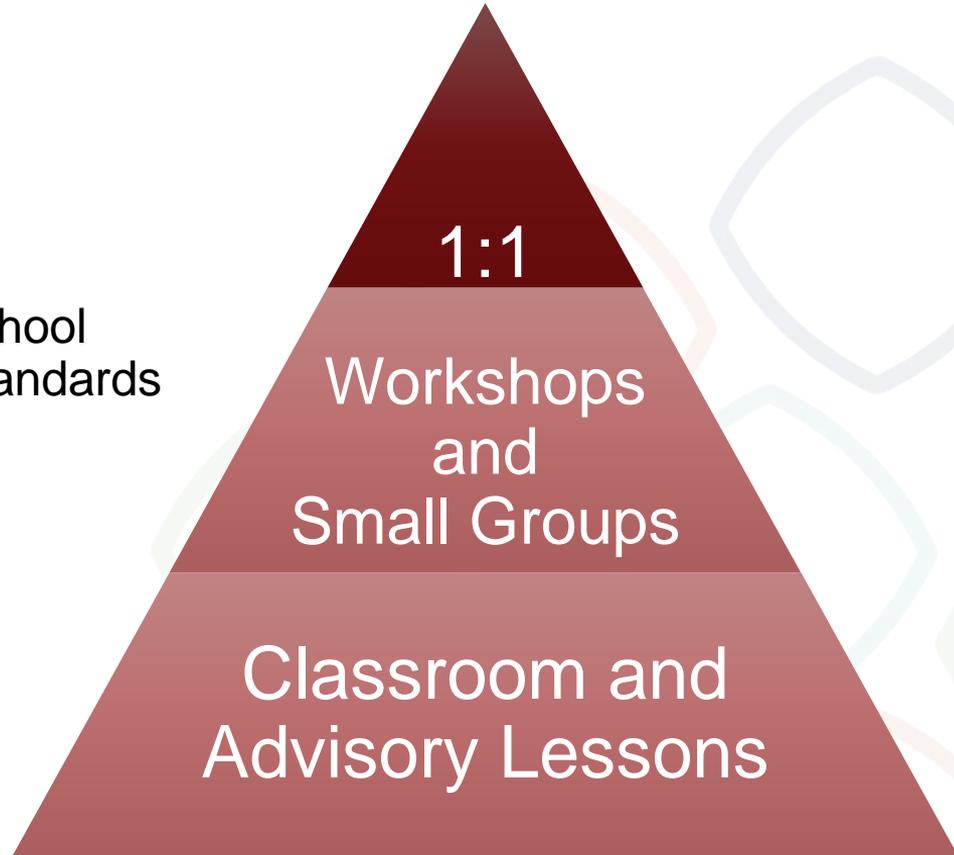
Comprehensive School Counseling Program



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Across all domains

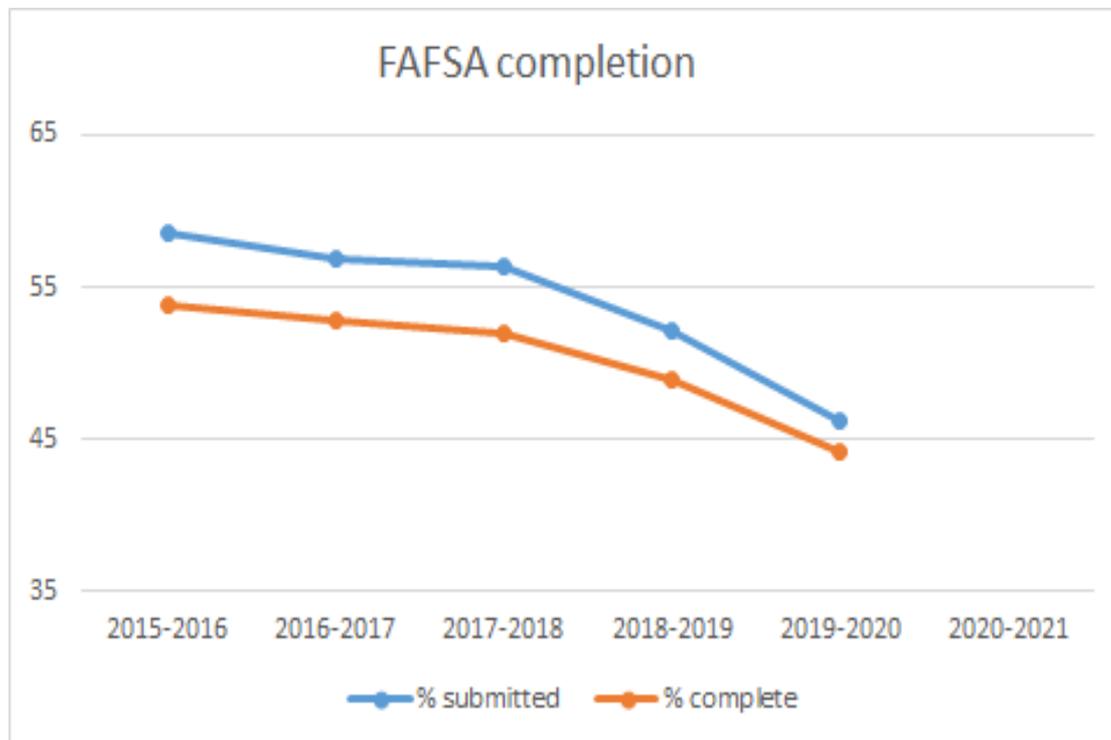
- Data-driven
- Equity-focused
- Aligned with American School Counselor Association Standards
- Collaborative



FAFSA Completion



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College Application Data*



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College	2017 Apply	2017 Attend	2018 Apply	2018 Attend	2019 Apply	2019 Attend
Normandale Community College	54	49	68	50	74	28
University of Minnesota - Twin Cities	70	21	61	14	83	37
Minneapolis Community + Technical College	23	19	21	12	17	6
Hennepin Technical College - Eden Prairie	4	4	9	9	6	0

*Student Reported Data

“I think just overall we should be focusing on mental health, especially in classes where the rigor is high. CIS students like me have trouble managing their mental health along with all of the work we have to do.” - 12th Grade Student

“The college process has been easy for me because I was able to come and ask. But other students don’t feel the need to come because they don’t feel it makes a difference. Strengthening the relationship between the staff and students should be a priority.” - 12th Grade Student

“The more students we have, the more counselors that should be there to help them. Students will be able to reach out to their counselors more frequently in order to get the help they need.” - 12th Grade Student

Goals of Counseling Model Redesign



Implementation of a proactive, data-driven counseling model that is appropriately intrusive, student and equity focused, and supports high levels of achievement

Systemized and equity-focused approach to student and family engagement to support high school graduation and college and career readiness

Master Scheduling Process



**Team
Approach**



**Clear
Process**



**Master
Schedule**

Master Scheduling Priorities



- Keep students' needs and achievement at the center of our work
- Keep class sizes at 30
- Continue to offer rigorous courses
- Offer support for rigorous courses
- Offer intervention for students who are not at grade level in math and reading
- Build in co-teaching for SPED and EL
- Continue to offer PLCs during the work day through common prep hours and collaboration time
- Include teachers' voices



Questions



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Escuelas Públicas de
Richfield

Strategic Planning 2020-25

Plan Estratégico 2020-25

Enriqueciendo y acelerando el aprendizaje

Richfield Public Schools Strategic Plan 2020-25

RICHFIELD

Realized

Plan estratégico de las escuelas públicas de Richfield 2020-25

RICHFIELD

*Hecho
realidad*



Planning – Large Group Meetings

Planificación – Reuniones de grupos



DATE / FECHA	TIME / HORA	LOCATION / LUGAR
Tuesday, Jan. 14, 2020 Martes, 14 de enero del 2020	5:30-8 p.m.	Richfield High School Cafeteria Comedor de la Preparatoria de Richfield
Monday, Feb. 10, 2020 Lunes, 10 de febrero del 2020	5:30-8 p.m.	Richfield High School Cafeteria Comedor de la Preparatoria de Richfield
Thursday, March 19, 2020 Jueves, 19 de marzo del 2020	5:30-8 p.m.	Richfield High School Cafeteria Comedor de la Preparatoria de Richfield
Wednesday, April 22, 2020 Miércoles, 22 de abril del 2020	5:30-8 p.m.	Richfield High School Cafeteria Comedor de la Preparatoria de Richfield

Process and Timeline: Strategic Plan 2020-2025

Proceso y cronograma: Plan estratégico 2020-2025

MONTH / MES	ACTION / ACCIÓN
Dec. 2019/Jan. 2020 diciembre 2019 / enero 2020	Review Strategic Plan 2015-20 Revisión del plan estratégico 2015-20
Dec. 2019/Jan. 2020 diciembre 2019 / enero 2020	Review measures on Vision Cards Revisar medidas en las tarjetas de la visión
January 2020 enero 2020	Create outline of new plan Crear el esquema del nuevo plan
January 2020 enero 2020	Integrate new branding messages Integrar mensajes de la nueva imagen corporativa
January - April 2020 enero - abril 2020	Host large monthly meetings to gather input from stakeholders Organizar reuniones mensuales para recolectar la opinión de todas las partes interesadas
February - May 2020 febrero - mayo 2020	Host monthly meetings with committees for additional input Organizar reuniones mensuales con comités para recibir aportes adicionales
May 2020 mayo 2020	Synthesize meeting themes Sintetizar los temas tratados en las reuniones
June 2020 junio 2020	Present final draft of Strategic Plan 2020-25 to the board Presentar el borrador final del plan estratégico 2020-25 a la Junta del Consejo escolar

Process for Strategic Planning

Proceso de planificación estratégica

MONTHLY

1. Break out into 6 groups to discuss the 6 strategy areas.
1. Committees/Advisories/PTOs, etc. to gather additional feedback and input
1. Monthly management team meetings to prepare leadership to gather more input (first meeting of the month) and to synthesize feedback and input for next large group community meeting (second meeting of the month)

MENSUALMENTE

1. Dividir en 6 grupos para hablar/ analizar las 6 áreas de las estrategias.
1. Reuniones con comités/grupos asesores/asociaciones de padres y maestros PTOs, etc. para recolectar comentarios y contribuciones adicionales
1. Reuniones mensuales del equipo de gestión para preparar el liderazgo para recolectar más opiniones (primera reunión del mes) y para resumir los comentarios y contribuciones para la siguiente reunión comunitaria (segunda reunión del mes)

Large Group Community Meeting Agenda

Agenda para la reunión comunitaria



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45 minutes:
Dinner and social

45 minutos:
Cena y reunión social

20 minutes:
Presentation and info
share

20 minutos:
Presentación e información

75 minutes:
Strategy group work

75 minutos:
Trabajo en las estrategias por
grupos

10 minutes:
Report back to larger
group

10 minutos:
Reportar al grupo más grande

Mission: Strategic Plan Misión: Plan Estratégico

Our Mission:
Richfield Public Schools
inspires and empowers each
individual to learn, grow and
excel.

Nuestra misión:
Las escuelas públicas de
Richfield **inspiran y capacitan**
a todos los individuos a
aprender, crecer y a
destacar.

Refining Our Brand

Perfeccionando la imagen de nuestra organización



Escuelas Públicas de
Richfield

 **RICHFIELD**
HIGH SCHOOL
Escuela Preparatoria de Richfield

 **RICHFIELD**
CENTENNIAL
ELEMENTARY
Escuela de primaria
Centennial

 **RICHFIELD**
DUAL LANGUAGE
SCHOOL
Escuela de Inmersión Dual (RDLS)

 **RICHFIELD**
COLLEGE EXPERIENCE
PROGRAM
Programa de experiencia
universitaria

 **RICHFIELD**
COMMUNITY EDUCATION
Educación comunitaria

 **RICHFIELD**
MIDDLE SCHOOL
Escuela Secundaria
de Richfield

 **RICHFIELD**
SHERIDAN HILLS
ELEMENTARY
Escuela de primaria
Sheridan

 **RICHFIELD**
STEM ELEMENTARY
Escuela de primaria STEM

 **RICHFIELD**
EDUCATION CENTER
Centro de Educación de
Richfield

Refining Our Brand

Redefiniendo la imagen de nuestra organización

Brand Messages

- **REAL COMMUNITY**
Caring community, rich in diversity and relationships
- **PERSONALIZED LEARNING**
Rigorous, relevant, and engaged learning for each student
- **RICH OPPORTUNITIES**
Inspiring possibilities through academics, arts, music, athletics, and activities
- **INNOVATION IN ACTION**
Transforming how we teach, redefining school

Mensajes de la imagen de nuestra organización

- **COMUNIDAD REAL**
Comunidad solidaria, rica en diversidad y relaciones.
- **APRENDIZAJE PERSONALIZADO**
Aprendizaje riguroso, relevante y participativo para cada estudiante
- **EXCELENTES OPORTUNIDADES**
Posibilidades motivadoras a través de lo académico, las artes, la música, el atletismo y otras actividades
- **INNOVACIÓN EN ACCIÓN**
Transformando cómo enseñamos, redefiniendo la escuela

Richfield Realized Richfield Hecho Realidad

- As of February 26, we have received 846 comments from 424 people.
 - At least 35 additional meetings held with over 700 attendees.
 - Comments are grouped into themes and summarized here and [online](#).
 - Please note that **all** individual comments are on file and will be considered as the process moves forward.
- Al 26 de febrero, hemos recibido 846 comentarios de 424 personas.
 - Al menos 35 reuniones adicionales celebradas con más de 700 asistentes.
 - Los comentarios se agrupan por temas y se resumen aquí y en [línea](#).
 - Tenga en cuenta que **todos** los comentarios individuales están archivados y serán considerados a medida que avanza el proceso.

Richfield Realized: Academics

Richfield hecho realidad: Enseñanza académica



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Themes within academics:

- Pre-kindergarten
- Class size
- Special Education
- The achievement gap
- Academic intervention for students
- Technology
- Rigor
- Gifted and talented
- Student evaluation/grading
- Biliteracy
- Course offerings
- Transitions to middle and high school
- Post-secondary options and preparation
- Parent engagement

Temas académicos:

- Pre-kínder
- N° de estudiantes por salón
- Educación especial
- La brecha de logros
- Intervención académica para estudiantes
- Tecnología
- Rigurosidad /Exigencia académica
- Educación para dotados y talentosos
- Evaluación / calificación del estudiante
- Educación/alfabetismo en dos idiomas
- Oferta de cursos
- Transiciones a la escuela de secundaria y la Preparatoria.
- Opciones y preparación post Preparatoria
- Participación de los padres

Themes within communication & marketing:

- Enrollment marketing
- Family communication
- Communication tools
- Public relations and media coverage

Temas dentro de comunicación & marketing:

- Publicidad sobre las inscripciones
- Comunicación con las familias
- Herramientas de comunicación
- Relaciones públicas y cobertura en los medios.



Themes within climate & culture:

- Diversity
- Cultural competency
- Interpreting and translations
- Parent Involvement
- Student support
- Student voice
- Student behavior
- Bullying
- Safety & security
- Staffing

Temas dentro de clima y cultura de la organización:

- Diversidad
- Competencia cultural
- Interpretaciones y traducciones
- Participación de los padres
- Apoyo a los estudiantes
- La voz de los estudiantes
- Comportamiento de los estudiantes
- Intimidación / acoso escolar
- Seguridad
- Personal



Themes within business & operations:

- Environmental impact
- Nutrition services
- Transportation
- Human resources
- Facilities
- Finance

Temas dentro de negocios & operaciones:

- Impacto medioambiental
- Services de nutrición
- Transporte
- Recursos humanos
- Instalaciones
- Finanzas

Richfield Realized: Activities

Richfield hecho realidad: Actividades

Themes within activities:

- More variety, especially in the arts
- Extended days and times
- More performances
- Increased participation
- Event attendance
- School pride
- Parents events/activities
- Communication about events

Temas dentro de actividades:

- Más variedad, especialmente en las artes
- Días y horarios ampliados
- Más presentaciones / actuaciones
- Mayor participación
- Asistencia a eventos
- Orgullo escolar
- Eventos y actividades para padres
- Comunicación sobre eventos

Richfield Realized: Other Richfield Hecho Realidad: Otros

Themes within other:

- Alumni engagement
- Community partnerships
- Exchange students
- Community support
- Before/after school childcare
- Language classes for staff

Temas dentro de otros:

- Participación de ex-alumnos
- Asociaciones con la comunidad
- Estudiantes de intercambio
- Ayuda de la comunidad
- Cuidado de niños antes / después de la escuela.
- Clases de idiomas para el personal.

Enriching and accelerating learning

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Escuelas Públicas de Richfield

Thank You!

¡Gracias!

Enriqueciendo y acelerando el aprendizaje

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

Agenda Item III.B.

Luke Ott – Achieved rank of Eagle Scout

Omar Mcmillan – Semifinalist in the 2020 Minnesota Teacher of the Year program

Mark Pederson & Randall McMeekin: the Team at RCEP acknowledges the hard work and ongoing service of Mark, their new delivery person. They also appreciate the long time service of Randy, who also was the former food delivery driver. RCEP continues to appreciate the work of the food delivery team in making sure that the students are supported and well fed.

Dr. Steven Unowsky, Superintendent

Dear Luke Ott,

It has come to our attention that you have completed a rigorous course of preparation and achieved the rank of Eagle Scout. This honor is a rare accomplishment in our world and we are proud of the work you have completed to achieve this level of scouting acknowledgement.

Eagle Scout is one of the highest and most prestigious ranks in scouting, with fewer than four percent of all scouts achieving this level. Over the past several years, you have been active in community service and in our schools. You have participated in church, honor society, theatre and music. Your service to the Richfield community has been impressive.

Richfield Public Schools is particularly proud of your service project creating emergency bags for a women's shelter. Supporting women in need by providing blankets and personal care items is a great example of your understanding of service to the community. You also show your true caring for the world through your support of your mother and your family.

As a hard working young man, you are showing the positive values, vision and professionalism needed to help support a positive future for both yourself and your community. Luke Ott, we commend you for your excellence in community service and acknowledge your achievement of Eagle Scout.

Congratulations,


Steve Unowsky

Minnesota TEACHER of the YEAR

Feb. 20, 2020

Omar Mcmillan

Dear Omar,

Congratulations! You have been selected as a semifinalist in the 2020 Minnesota Teacher of the Year program! This year, we received hundreds of nominations, and 135 educators chose to participate in the process by submitting a portfolio. Selecting 36 semifinalists was especially challenging this year for the selection panel, which is made up of 24 education, community and business leaders. You represent the many excellent teachers throughout Minnesota, and we are grateful for your dedication to teaching.

As part of the selection process, we are asking semifinalists to submit a 2-3 minute video recording, responding to the following prompt:

Describe how issues of educational equity affect Minnesota schools, teachers, and students. Please begin by describing a key equity issue in your school setting (e.g. issues related to rural funding, access to technology, systemic inequalities, socioeconomic, or others). How do your local issues connect to those in other areas of the state? What needs to be done to address these issues?

This is your first chance to tell the selection panel your views on this important education issue.

You will receive an email from Ashley Behrens the week of Feb. 24 regarding the video submission. This email will include a gmail address to share your video submission. Videos should be shot straight-on camera with no cuts with only you speaking. The video file size should be 1 GB or less and saved in .mp4, .mov or .wmv format. Video uploads will be due by the end of the day Monday, March 9. Please identify yourself, your school and your school district at the beginning of the video.

In late March, selection panel members will review videos and portfolios to choose about 10 finalists. All candidates will be notified of the results shortly thereafter.

To celebrate this great honor, you and a guest are invited to the 56th annual Minnesota Teacher of the Year recognition banquet on Sunday, May 3, at the Saint Paul RiverCentre. At that time, all of this year's Teacher of the Year candidates will be honored and we will announce the 2020 Minnesota Teacher of the Year. We will mail your invitation and information about tickets for the awards banquet at the beginning of April.

In the meantime, please reserve Friday, May 1, through Sunday, May 3, on your calendar. Should you be named a finalist in the next selection round, you and the other finalists will meet for an individual, 30-minute interview with the selection committee on Saturday, May 2. There are many other activities planned throughout that weekend as well, beginning with a celebration reception for all finalists and their guest, on Friday evening, May 1.

If you have questions, please call Ashley Behrens at 800-652-9073 or 651-292-4862. Congratulations again on your selection as a semifinalist. Thank you for all you do, in and out of the classroom, on behalf of your profession.

Sincerely,

Dr. Heather Campbell, Chairperson
Minnesota Teacher of the Year Program

Dr. Gwen Rudney, Chair emerita
Minnesota Teacher of the Year Program

cc: School Principal
District Superintendent

MINNESOTA TEACHER OF THE YEAR PROGRAM
41 Sherburne Ave., St. Paul, MN 55103
www.educationminnesota.org

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	V2000523	01/03/2020	P-CARD BAIRD LISA	R	1,054.36
01	V2000525	01/03/2020	P-CARD BRUNNER PATTI	R	7,695.83
01	V2000526	01/03/2020	P-CARD BURT EMILY	R	53.97
01	V2000527	01/03/2020	P-CARD BURT STEPHANIE	R	297.78
01	V2000528	01/03/2020	P-CARD CARUSO MATTHEW	R	616.85
01	V2000529	01/03/2020	P-CARD CONTRERAS LIZZET	R	185.63
01	V2000530	01/03/2020	P-CARD FINDLEY LAMPKIN MELISSA	R	872.11
01	V2000531	01/03/2020	P-CARD FINKE RYAN	R	58.58
01	V2000532	01/03/2020	P-CARD GACEK SARAH	R	390.52
01	V2000533	01/03/2020	P-CARD GARCIA DIANA	R	341.37
01	V2000534	01/03/2020	P-CARD GEURINK AREND	R	1,707.34
01	V2000535	01/03/2020	P-CARD GULLICKSON KEVIN	R	50.69
01	V2000536	01/03/2020	P-CARD HAUPT PAM	R	115.94
01	V2000537	01/03/2020	P-CARD HINES CARLONDREA	R	530.84
01	V2000538	01/03/2020	P-CARD KRETSINGER DAN	R	63.16
01	V2000539	01/03/2020	P-CARD LANZENDORFER TERRI	R	1,262.02
01	V2000540	01/03/2020	P-CARD LEWIS JENNIFER	R	861.36
01	V2000541	01/03/2020	P-CARD MACE CHRISTI JO	R	1,816.18
01	V2000542	01/03/2020	P-CARD MAHONEY COLLEEN	R	281.92
01	V2000543	01/03/2020	P-CARD MARYN ANGELA	R	1,008.93
01	V2000544	01/03/2020	P-CARD MCGINN DAN	R	263.81
01	V2000545	01/03/2020	P-CARD MCNAUGHTON COMMERS CAROLE	R	360.00
01	V2000546	01/03/2020	P-CARD POMERLEAU DORIS	R	2,668.07
01	V2000547	01/03/2020	P-CARD SHAHSAVAND MARTA	R	3,022.17
01	V2000548	01/03/2020	P-CARD STACHEL NANCY	R	36.97
01	V2000549	01/03/2020	P-CARD VALLEY JENNIFER	R	55.91
01	V2000550	01/03/2020	P-CARD WINTER AMY	R	895.19
01	V2000551	01/03/2020	P-CARD ZEHNPENNIG ELIZABETH	R	1,497.01
01	296204	01/31/2020	DISTRICT 3 DECA	V	-440.00
01	296647	01/31/2020	HENNEPIN COUNTY TREASURER	R	20.00
01	296648	01/31/2020	MATTHEW RICHARD NELSON	R	1,208.20
01	296649	01/31/2020	DISTRICT 3 DECA	R	440.00
01	296650	02/04/2020	HERRERA ALVARADO OSCAR	R	775.00
01	296651	02/05/2020	ALLIED PROFESSIONALS, INC.	R	420.00
01	296652	02/05/2020	BAYADA	R	3,870.00
01	296653	02/05/2020	BRAMBILLA'S LEASE SYSTEMS, INC	R	2,229.50
01	296654	02/05/2020	BSI MECHANICAL, INC.	R	2,728.32
01	296655	02/05/2020	BSN SPORTS, LLC	R	296.10
01	296656	02/05/2020	BUSINESS ESSENTIALS	R	92.25
01	296657	02/05/2020	CITY OF RICHFIELD	R	2,891.35
01	296658	02/05/2020	CONTINENTAL RESEARCH CORP	R	497.70
01	296659	02/05/2020	DICK BLICK COMPANY	R	469.25
01	296660	02/05/2020	ECM PUBLISHERS INC	R	89.25
01	296661	02/05/2020	ECOLAB INC	R	826.21
01	296662	02/05/2020	EDUCATORS BENEFIT CONSULTANTS LLC	R	267.80
01	296663	02/05/2020	FLOYD LOCK AND SAFE	R	11.83
01	296664	02/05/2020	GOEBEL JUDITH K	R	150.00
01	296665	02/05/2020	WW GRAINGER INC	R	595.57
01	296666	02/05/2020	H&B SPECIALIZED PRODUCTS INC	R	1,035.20

01	296667	02/05/2020	HAMMER SPORTS LLC	R	246.00
01	296668	02/05/2020	HAWKINS INC	R	2,467.04
01	296669	02/05/2020	HILLYARD	R	2,542.06
01	296670	02/05/2020	KREMER SERVICES LLC	R	546.50
01	296671	02/05/2020	LOFFLER COMPANIES	R	149.00
01	296672	02/05/2020	MERVEL LAROSE	R	100.00
01	296673	02/05/2020	MICHAEL THUNDER	R	100.00
01	296674	02/05/2020	MULTILINGUAL WORD INC	R	1,920.50
01	296675	02/05/2020	NOVAK JANICE SOPHIE	R	280.00
01	296676	02/05/2020	PIONEER RIM AND WHEEL	R	355.47
01	296677	02/05/2020	RAPIT PRINTING	R	81.23
01	296678	02/05/2020	RUBY SMITH	R	100.00
01	296679	02/05/2020	SCHOOL SPECIALTY INC	R	25.70
01	296680	02/05/2020	SHERWIN WILLIAMS CO	R	53.12
01	296681	02/05/2020	TAFFE SARAH ANN	R	8,044.93
01	296682	02/05/2020	TRISTATE BOBCAT INC	R	44.46
01	296683	02/05/2020	TWIN CITY HARDWARE	R	22.72
01	296684	02/05/2020	TWIN CITY TRANSPORT & RECOVERY, INC	R	1,633.71
01	296685	02/05/2020	VELOCITY DRAIN SERVICES INC	R	2,500.00
01	296686	02/05/2020	VERIZON WIRELESS	R	556.01
01	296687	02/05/2020	ZYRA SMITH	R	100.00
01	296688	02/05/2020	U OF MN SCHOOL OF MUSIC	R	375.00
01	V609710	02/06/2020	DAVID M BOIE	R	70.00
01	V609711	02/06/2020	PATRICK L BURRAGE	R	70.00
01	V609712	02/06/2020	KATHERINE E CABIESES	R	40.00
01	V609713	02/06/2020	MIRIAM A CASTRO SANJUAN	R	40.00
01	V609714	02/06/2020	PHIL N CEDER	R	40.00
01	V609715	02/06/2020	MARY L CLARKSON	R	70.00
01	V609716	02/06/2020	TIA B CLASEN	R	70.00
01	V609717	02/06/2020	JOHNNY R COOK	R	70.00
01	V609718	02/06/2020	LATANYA R DANIELS	R	70.00
01	V609719	02/06/2020	GEORGE A DENNIS	R	35.00
01	V609720	02/06/2020	RYAN D FINKE	R	70.00
01	V609721	02/06/2020	PETER J FITZPATRICK	R	40.00
01	V609722	02/06/2020	STEVEN T FLUCAS	R	70.00
01	V609723	02/06/2020	MICHAEL L FRANKENBERG	R	70.00
01	V609724	02/06/2020	JAMES A GILLIGAN	R	70.00
01	V609725	02/06/2020	CHRISTINA M GONZALEZ	R	70.00
01	V609726	02/06/2020	KYLE L GUSTAFSON	R	40.00
01	V609727	02/06/2020	KEVIN D HARRIS	R	40.00
01	V609728	02/06/2020	PAM A HAUPT	R	70.00
01	V609729	02/06/2020	JAMES L HILL	R	40.00
01	V609730	02/06/2020	CARLONDREA D HINES	R	70.00
01	V609731	02/06/2020	JESSICA M HOFFMAN	R	40.00
01	V609732	02/06/2020	CRAIG D HOLJE	R	70.00
01	V609733	02/06/2020	MARY J IHLEN	R	70.00
01	V609734	02/06/2020	CORY J KLINGE	R	70.00
01	V609735	02/06/2020	DANIEL E KRETSINGER	R	70.00
01	V609736	02/06/2020	ANOOP KUMAR	R	40.00
01	V609737	02/06/2020	COLLEEN M MAHONEY	R	70.00

01	V609738	02/06/2020	DANIEL P MCGINN	R	40.00
01	V609739	02/06/2020	DOUG R MCMEEKIN	R	70.00
01	V609740	02/06/2020	CAROLE R MCNAUGHTON-COMMERS	R	70.00
01	V609741	02/06/2020	MARY PAT MESLER	R	70.00
01	V609742	02/06/2020	KENT D MEYER	R	70.00
01	V609743	02/06/2020	ERIN H NEILON	R	40.00
01	V609744	02/06/2020	BRENDA K NIELSEN	R	70.00
01	V609745	02/06/2020	ROBERT G OLSON	R	40.00
01	V609746	02/06/2020	DENNIS E PETERSON	R	35.00
01	V609747	02/06/2020	RENEE C REED-KARSTENS	R	40.00
01	V609748	02/06/2020	KEITH D RIEF	R	40.00
01	V609749	02/06/2020	LEADRIANE L ROBY	R	70.00
01	V609750	02/06/2020	TERESA L ROSEN	R	70.00
01	V609751	02/06/2020	MAUREEN E RUHLAND	R	40.00
01	V609752	02/06/2020	MARTA I SHAHSAVAND	R	70.00
01	V609753	02/06/2020	NANCY J STACHEL	R	70.00
01	V609754	02/06/2020	PATRICK M SURE	R	40.00
01	V609755	02/06/2020	VLADIMIR S TOLEDO	R	40.00
01	V609756	02/06/2020	IAN D TOLENTINO	R	40.00
01	V609757	02/06/2020	STEVEN P UNOWSKY	R	270.00
01	V609758	02/06/2020	STEPHEN C URBANSKI	R	40.00
01	V609759	02/06/2020	CARRIE A VALA	R	70.00
01	V609760	02/06/2020	JENNIFER K VALLEY	R	70.00
01	V609761	02/06/2020	RYAN WAGNER	R	40.00
01	V609762	02/06/2020	REBECCA S WALD	R	40.00
01	V609763	02/06/2020	KASYA L WILLHITE	R	70.00
01	V609764	02/06/2020	AMY J WINTER AHSENMACHER	R	70.00
01	V609765	02/06/2020	LISA M BAIRD	R	5.28
01	V609766	02/06/2020	DANIEL W BEYEL	R	987.47
01	V609767	02/06/2020	JOSEPH P BLUM	R	32.00
01	V609768	02/06/2020	DAVID M BOIE	R	87.91
01	V609769	02/06/2020	KIM M DARAITIS	R	107.70
01	V609770	02/06/2020	SARAH A GACEK	R	62.66
01	V609771	02/06/2020	MELISSA L GLAVAS	R	437.86
01	V609772	02/06/2020	MARGARET R HOEHN	R	37.15
01	V609773	02/06/2020	JESSICA M HOFFMAN	R	34.57
01	V609774	02/06/2020	SARAH M E HUTTON	R	85.68
01	V609775	02/06/2020	DANIEL E KRETSINGER	R	163.22
01	V609776	02/06/2020	COURTNEY W LADUKE	R	48.37
01	V609777	02/06/2020	LISA A LEIKNES	R	238.41
01	V609778	02/06/2020	RACHAEL G LENMARK	R	46.39
01	V609779	02/06/2020	CALLEN M MCINNES	R	37.35
01	V609780	02/06/2020	ERIN H NEILON	R	19.90
01	V609781	02/06/2020	DENNIS E PETERSON	R	140.00
01	V609782	02/06/2020	RENEE C REED-KARSTENS	R	38.30
01	V609783	02/06/2020	LEADRIANE L ROBY	R	100.42
01	V609784	02/06/2020	MAUREEN E RUHLAND	R	46.75
01	V609785	02/06/2020	GRACE E SACHER	R	129.00
01	V609786	02/06/2020	JOAN M TOMKINSON	R	150.00
01	V609787	02/06/2020	KASYA L WILLHITE	R	39.24

01	296689	02/07/2020	BALLARD KYLE	R	105.00
01	296690	02/07/2020	BAUMGARTNER SCOTT	R	79.00
01	296691	02/07/2020	BENJAMIN E DOSE	R	172.00
01	296692	02/07/2020	BERG JASON	R	79.00
01	296693	02/07/2020	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	1,222.50
01	296694	02/07/2020	BOSE THOMAS N	R	146.00
01	296695	02/07/2020	BOWERS CHRISTOPHER	R	20.00
01	296696	02/07/2020	CALABRASE SHAWN	R	212.00
01	296697	02/07/2020	DEVRIES AARON	R	40.00
01	296698	02/07/2020	DEVRIES ARIA	R	20.00
01	296699	02/07/2020	EASYPERMIT POSTAGE	R	415.48
01	296700	02/07/2020	EMERGENT SYSTEMS EXCHANGE	R	875.00
01	296701	02/07/2020	FINANGER PHILLIP J	R	175.00
01	296702	02/07/2020	FREESE NICHOLAS	R	79.00
01	296703	02/07/2020	GORSHE LISA	R	70.00
01	296704	02/07/2020	GRAHAM THOMAS	R	100.00
01	296705	02/07/2020	GUSTAFSON ZACHARY	R	79.00
01	296706	02/07/2020	HONDA FINANCIAL SERVICES	R	256.00
01	296707	02/07/2020	HOULE THOMAS	R	79.00
01	296708	02/07/2020	HUGHES MATTHEW	R	70.00
01	296709	02/07/2020	HUYER DEVRIES JANINE	R	40.00
01	296710	02/07/2020	JOHNSTON STEPHEN	R	212.00
01	296711	02/07/2020	KELVINGTON LUKE	R	172.00
01	296712	02/07/2020	KINECT ENERGY INC	R	505.00
01	296713	02/07/2020	KORBA SCOTT	R	79.00
01	296714	02/07/2020	LARSON KEITH	R	50.00
01	296715	02/07/2020	LASH, VALERIE	R	45.00
01	296716	02/07/2020	LINDQUIST KELLY	R	146.00
01	296717	02/07/2020	MACKIN BOOK COMPANY	R	319.16
01	296718	02/07/2020	MADSEN JOHN C	R	79.00
01	296719	02/07/2020	MAUER BRIAN J	R	79.00
01	296720	02/07/2020	MILAND COLLIN CURTIS	R	50.00
01	296721	02/07/2020	NOONAN JULIE	R	40.00
01	296722	02/07/2020	ODONNELL BAYLEE ANN	R	50.00
01	296723	02/07/2020	OKEY CHRIS	R	270.00
01	296724	02/07/2020	PETERSON LEAH D	R	50.00
01	296725	02/07/2020	PETERSON NICOLAS	R	50.00
01	296726	02/07/2020	PHOENIX SCHOOL COUNSELING	R	5,441.60
01	296727	02/07/2020	PIKET, JOSEPH	R	79.00
01	296728	02/07/2020	POLITZ JORDAN	R	79.00
01	296729	02/07/2020	RAHJA MARK	R	79.00
01	296730	02/07/2020	RAMIREZ JASMIN	R	40.00
01	296731	02/07/2020	RAMSAY THOMAS	R	90.00
01	296732	02/07/2020	REKSTAD BRADLEY M	R	79.00
01	296733	02/07/2020	SANDERS ANNIKA	R	40.00
01	296734	02/07/2020	SCHWARTZ SAM	R	79.00
01	296735	02/07/2020	SELLARS JASON	R	379.00
01	296736	02/07/2020	SKEPS CARL	R	105.00
01	296737	02/07/2020	SUNDRE ZACHARY	R	79.00
01	296738	02/07/2020	TARR GUS	R	79.00

01	296739	02/07/2020	TAYLOR JASON	R	70.00
01	296740	02/07/2020	TOENSING KARI	R	40.00
01	296741	02/07/2020	TOENSING LAUREN N	R	20.00
01	296742	02/07/2020	VSP VISION SERVICE PLAN	R	1,636.59
01	296743	02/07/2020	WILSON HOPE	R	20.00
01	296744	02/07/2020	WILSON JOHN P	R	40.00
01	296745	02/07/2020	XCEL ENERGY	R	15,797.86
01	296746	02/07/2020	ZUBAN FAMETTA	R	30.00
01	296747	02/12/2020	AQUA LOGIC INC	R	95.00
01	296748	02/12/2020	NASCO	R	53.60
01	296749	02/12/2020	ARVIG ENTERPRISES INC	R	1,357.90
01	296750	02/12/2020	ASPEN EQUIPMENT CO	R	954.00
01	296751	02/12/2020	BAUER BUILT INC	R	850.28
01	296752	02/12/2020	BAYADA	R	1,740.00
01	296753	02/12/2020	BEN FRANKLIN ELECTRIC INC	R	397.00
01	296754	02/12/2020	BLUETARP FINANCIAL	R	119.94
01	296755	02/12/2020	BOBBI PALMITER	R	59.00
01	296756	02/12/2020	BSN SPORTS, LLC	R	2,017.59
01	296757	02/12/2020	CAIR-MN	R	250.00
01	296758	02/12/2020	CALCULATORS INC	R	850.00
01	296759	02/12/2020	CARQUEST AUTO PARTS	R	892.39
01	296760	02/12/2020	CATALYST BUYING GROUP LLC	R	1,239.99
01	296761	02/12/2020	CBP REPAIR	R	622.70
01	296762	02/12/2020	CDW GOVERNMENT INC	R	5,407.00
01	296763	02/12/2020	CEDAR SMALL ENGINE	R	100.41
01	296764	02/12/2020	CINTAS CORPORATION NO 2	R	201.04
01	296765	02/12/2020	CITY OF RICHFIELD	R	13,718.18
01	296766	02/12/2020	COMCAST BUSINESS	R	243.13
01	296767	02/12/2020	COMMERCIAL KITCHEN	R	495.00
01	296768	02/12/2020	CONTEMPORARY TRANSPORTATION LLC	R	3,990.00
01	296769	02/12/2020	CONTINENTAL RESEARCH CORP	R	773.75
01	296770	02/12/2020	CULLIGAN SOFT WATER	R	9.50
01	296771	02/12/2020	DENNY'S 5TH AVENUE BAKERY	R	118.80
01	296772	02/12/2020	EAGLE BLUFF ENVIRONMENTAL	R	47,806.00
01	296773	02/12/2020	ECOLAB INC	R	122.42
01	296774	02/12/2020	EDUCATORS BENEFIT CONSULTANTS LLC	R	426.99
01	296775	02/12/2020	FAIRCON SERVICE COMPANY	R	252.50
01	296776	02/12/2020	FASTENAL INDUSTRIAL	R	386.81
01	296777	02/12/2020	FATH CUTTER, NOELLA	R	3,240.00
01	296778	02/12/2020	FLINN SCIENTIFIC INC	R	147.29
01	296779	02/12/2020	FLUENCY MATTERS	R	357.95
01	296780	02/12/2020	WW GRAINGER INC	R	2,621.72
01	296781	02/12/2020	GROTH MUSIC COMPANY	R	88.44
01	296783	02/12/2020	H BROOKS AND COMPANY LLC	R	5,674.47
01	296784	02/12/2020	H&L MESABI COMPANY	R	1,030.96
01	296785	02/12/2020	HILLYARD	R	8,020.66
01	296786	02/12/2020	HOGLUND BUS CO INC	R	148.22
01	296787	02/12/2020	HOME DEPOT U.S.A.	R	1,170.95
01	296788	02/12/2020	IIX INSURANCE INFORMATION EXCHANGE	R	64.55
01	296789	02/12/2020	INDOFF INC	R	209.64

01	296790	02/12/2020	INNOVATIVE OFFICE SOLUTIONS LLC	R	1,169.36
01	296791	02/12/2020	JASMINE HOLLAND	R	15.00
01	296792	02/12/2020	JOHNSON CONTROLS SECURITY SOLUTIONS	R	2,675.00
01	296793	02/12/2020	LAKESHORE LEARNING MATERIALS	R	81.36
01	296794	02/12/2020	LEROY'S GREAT BEAR	R	87.98
01	296795	02/12/2020	LOFFLER COMPANIES	R	921.00
01	296796	02/12/2020	MADISON NATIONAL LIFE INS CO INC	R	9,695.32
01	296797	02/12/2020	MATRIX COMMUNICATIONS INC	R	4,550.00
01	296798	02/12/2020	METROPOLITAN MECHANICAL CONTRACTORS	R	620.00
01	296799	02/12/2020	MIDWEST BUS PARTS INC	R	16.36
01	296800	02/12/2020	MINUTEMAN PRESS OF RICHFIELD	R	45.88
01	296801	02/12/2020	MINVALCO INC	R	564.11
01	296802	02/12/2020	THE PROPHET CORPORATION	R	816.66
01	296803	02/12/2020	ALBIN ACQUISITION CORP	R	301.00
01	296804	02/12/2020	MSOPA	R	250.00
01	296805	02/12/2020	MTI DISTRIBUTING CO	R	2,279.43
01	296806	02/12/2020	MULTILINGUAL WORD INC	R	78.50
01	296807	02/12/2020	NOKOMIS SHOE SHOP	R	3,784.10
01	296808	02/12/2020	NORTHFIELD LINES INC	R	9,420.24
01	296809	02/12/2020	PAN O GOLD BAKING CO	R	1,264.45
01	296810	02/12/2020	PRO-TEAM FOODSERVICE ADVISORS	R	7,750.00
01	296811	02/12/2020	PUMP & METER SERVICE	R	121.00
01	296812	02/12/2020	RICHFIELD READY	R	15.00
01	296813	02/12/2020	SCHMITT MUSIC CREDIT	R	30.80
01	296814	02/12/2020	SHERWIN WILLIAMS CO	R	53.12
01	296815	02/12/2020	PARK ADAM TRANSPORTATION	R	95,883.97
01	296816	02/12/2020	STERNO PRODUCTS LLC	R	719.13
01	296817	02/12/2020	THE PRINT SHOP	R	141.51
01	296818	02/12/2020	TRIO SUPPLY COMPANY	R	2,715.69
01	296819	02/12/2020	TRISTATE BOBCAT INC	R	3,805.50
01	296820	02/12/2020	TWIN CITY FILTER SERVICE INC	R	146.12
01	296821	02/12/2020	TWIN CITY TRANSPORTATION	R	98,525.37
01	296822	02/12/2020	TYLER TECHNOLOGIES, INC.	R	5,150.00
01	296824	02/12/2020	UPPER LAKES FOODS	R	21,761.39
01	296825	02/12/2020	US DEPARTMENT OF EDUCATION AWG	R	130.97
01	296826	02/12/2020	VALLEYFAIR	R	17,525.00
01	296827	02/12/2020	WEST CHESS	R	7,654.00
01	296828	02/12/2020	WORLD FUEL SERVICES, INC.	R	14,811.13
01	296829	02/12/2020	ZARNOTH BRUSH WORKS	R	278.00
01	296830	02/12/2020	MN DECA	R	450

TOTAL P-CARDS, E-PAY & CHECK REGISTER					530,669.53
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CHECKS & E-PAY RUNS FOR 02/18/2020 BOARD REPORTS

BANK 05	DATE	AMOUNT
P-CARDS JANUARY	1/3/2020	28,064.51
E-PAY	2/6/2020	6,425.63
CHECKS	1/31/2020	1,228.20
	2/4/2020	775.00
	2/5/2020	38,713.78
	2/7/2020	30,833.19
	2/12/2020	424,629.22

CHECK REGISTER BANK 05 TOTAL =	530,669.53
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BREAKDOWN

01-206-00	237,102.52
02-206-00	34,600.66
03-206-00	229,479.30
04-206-00	29,149.25
06-206-00	70.00
07-206-00	-
08-206-00	-
20-206-00	267.80
21-206-00	-
47-206-00	-
50-206-00	-

BANK TOTAL =	530,669.53
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SUPERINTENDENT'S REPORT AND MINUTES

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

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

Monday, February 18, 2020
7:00 p.m. School Board Meeting
District Board Room

CALL TO ORDER

The regular meeting of the Board of Education of ISD 280, Hennepin County, Richfield, Minnesota was held on Tuesday, February 18, 2020, in the District Boardroom. Chair Crystal Brakke called the Regular Board Meeting to order at 7:01 pm with the following school board members in attendance: Cole, Toensing, Smisek, and Maleck. Vice Chair Pollis was absent.

Student Representatives Dayani Maceo, and Luz Luna Apodaca were also present.

Administrators present were Superintendent Unowsky, Asst. Superintendent Roby, Chief HR & Admin Officer Holje and Director Valley.

REVIEW AND APPROVAL OF THE AGENDA

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

INFORMATION AND PROPOSALS -- NON-ACTION ITEMS

- A. Public Comment - None
- B. Superintendent Update
 - 1. Student Recommendations for District Improvement

CONSENT AGENDA

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

- A. Routine Matters
 - 1. Minutes of the regular meeting held February 3, 2020
 - 2. General Disbursements as of February 12, 2020 for \$530,669.53

B. Personnel Items

Classified Management Position for Employment

Arend Geurink – Technology Support Specialist – District

Classified Full Time Position for Employment – Facilities & Transportation

Mark Pedersen – Truck Driver/Bus Driver

Classified Part Time Position for Employment - Paraprofessional

Leah Barnes – 35 hr/wk Special Ed. Para - District

Julie York – 35 hr/wk Special Ed. Para – Sheridan Hills

Classified Part Time Retirement – Food & Nutrition Services

Dorothy Broveleit – 27.5 hr/wk Kitchen Assistant – RSTEM

Classified Part Time Resignation – Facilities & Transportation

Daniel Nelson – 25 hr/wk Bus Driver - Garage

Classified Part Time Resignation – Paraprofessional

Julie York – 35 hr/wk Special Ed. Para – Sheridan Hills

Classified Full Time Termination – Facilities & Transportation

Scott Stark – Building Cleaner - RHS

OLD BUSINESS

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

Motioned by Toensing, seconded by Maleck, and unanimously carried, the Board of Education approved Policy 546 as amended.

- B. RHS – Asbestos Abatement Change Order #4 from Titan Environmental, Inc.

Motioned by Toensing, seconded by Smisek, and unanimously carried, the Board of Education approved RHS – Asbestos Abatement Change Order #4.

- C. RSTEM – Asbestos Abatement Change Order #2 from Mavo Systems, Inc.

Motioned by Maleck, seconded by Toensing, and unanimously carried, the Board of Education approved RSTEM – Asbestos Abatement Change Order #2.

NEW BUSINESS

- A. Authorization for Purchase of Four Passenger Vehicles

Motioned by Maleck, seconded by Cole, and unanimously carried, the Board of Education authorized the Business Office to enter into an agreement for the purchase of (1) 77 passenger school bus, (1) 30 passenger school bus

and (2) 65 passenger school buses under the Sourcewell agreements and the State of Minnesota purchasing contract.

B. 2020-2021 Calendar & Proposed 2021-2022 Calendar

Motioned by Maleck, seconded by Smisek, and unanimously carried, the Board of Education approved the 2020-2021 Calendar.

C. Policy 502 Resident and Nonresident Student Enrollment

502.1 New Student Registration Requirements

502.2 Power of Attorney, Delegation of Parental Authority

502.3 Application for Enrollment, School District Enrollment Options Program

502.4 Interdistrict Transfers and Nonresident Agreement

Policy 502 and guidelines will be brought back in a simplified version for further review.

D. Donations

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

ADVANCE PLANNING

A. Legislative Update

B. Information and Questions from Board

C. Future Meeting Dates

3-2-20	7:00 p.m.	Regular Board Meeting RHS Presenting
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3-16-20	7:00 p.m.	Regular Board Meeting Public Comment
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D. Suggested/Future Agenda Items

Strategic Plan Update

ADJOURN REGULAR MEETING

Motion by Toensing, seconded by Cole, and unanimously carried, the Board of Education adjourned the meeting at 8:55pm.

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	296831	02/20/2020	ALTMAN ADAM	R	440.00
01	296832	02/20/2020	ALVIN ZACHERY	R	79.00
01	296833	02/20/2020	BALLARD KYLE	R	71.00
01	296834	02/20/2020	BENISH RICHARD L	R	79.00
01	296835	02/20/2020	BOSE THOMAS N	R	75.00
01	296836	02/20/2020	BUMGARNER TERRY	R	75.00
01	296837	02/20/2020	BUSINESS ESSENTIALS	R	364.08
01	296838	02/20/2020	CBP REPAIR	R	151.98
01	296839	02/20/2020	CDW GOVERNMENT INC	R	2,500.00
01	296840	02/20/2020	CEDAR SMALL ENGINE	R	74.55
01	296841	02/20/2020	COMMERCIAL KITCHEN	R	305.00
01	296842	02/20/2020	CUB FOODS	R	406.17
01	296843	02/20/2020	CURRICULUM ASSOCIATES, LLC	R	343.84
01	296844	02/20/2020	DARK KNIGHT SOLUTIONS, LLC	R	350.00
01	296845	02/20/2020	DEVRIES AARON	R	20.00
01	296846	02/20/2020	DEVRIES ARIA	R	20.00
01	296847	02/20/2020	DIGI INTERNATIONAL, INC.	R	330.00
01	296848	02/20/2020	DIGITAL INSURANCE LLC	R	3,468.00
01	296849	02/20/2020	DISCOUNT SCHOOL SUPPLY	R	96.90
01	296850	02/20/2020	ECM PUBLISHERS INC	R	119.00
01	296851	02/20/2020	ELLINGSON GREGG	R	79.00
01	296852	02/20/2020	FASTSIGNS	R	17.20
01	296853	02/20/2020	FINANGER PHILLIP J	R	105.00
01	296854	02/20/2020	GORSHE LISA	R	35.00
01	296855	02/20/2020	GRAHAM THOMAS	R	50.00
01	296856	02/20/2020	WW GRAINGER INC	R	65.88
01	296857	02/20/2020	GRAND MESA MUSIC PUBLISHERS LLC	R	100.00
01	296858	02/20/2020	GSSC-GENERAL SECURITY SERVICE	R	112.95
01	296859	02/20/2020	H BROOKS AND COMPANY LLC	R	8,052.33
01	296860	02/20/2020	HENDRICKSON GRAHAM	R	79.00
01	296861	02/20/2020	HILL WESLEY	R	79.00
01	296862	02/20/2020	HILLYARD	R	2,050.54
01	296863	02/20/2020	HOGLUND BUS CO INC	R	495.54
01	296864	02/20/2020	HUYER DEVRIES JANINE	R	20.00
01	296865	02/20/2020	INTERMEDIATE DISTRICT 287	R	110,302.52
01	296866	02/20/2020	KELLEY FUELS INC	R	1,218.68
01	296867	02/20/2020	KITTEL MAX	R	79.00
01	296868	02/20/2020	LARSON KEITH	R	50.00
01	296869	02/20/2020	LEROY'S GREAT BEAR	R	243.91
01	296870	02/20/2020	LOFFLER	R	1,144.95
01	296871	02/20/2020	LOFFLER COMPANIES	R	698.00
01	296872	02/20/2020	METRO TRANSIT	R	1,566.00
01	296873	02/20/2020	MIDWEST BUS PARTS INC	R	592.03
01	296874	02/20/2020	MINNESOTA CLAY COMPANY	R	482.86
01	296875	02/20/2020	MINNESOTA UI FUND	R	13,298.85
01	296876	02/20/2020	MOORE JEFF	R	10.00
01	296877	02/20/2020	MULTILINGUAL WORD INC	R	1,616.00
01	296878	02/20/2020	MURPHY MARIA	R	59.00
01	296879	02/20/2020	ODONNELL BAYLEE ANN	R	20.00

01	296880	02/20/2020	OKEY CHRIS	R	150.00
01	296881	02/20/2020	PAN O GOLD BAKING CO	R	314.00
01	296882	02/20/2020	PLAINVIEW MILK PRODUCTS COOPERATIVE	R	10,295.38
01	296883	02/20/2020	PROFESSIONAL WIRELESS COMMUNICATION	R	1,663.68
01	296884	02/20/2020	RAMIREZ JASMIN	R	20.00
01	296885	02/20/2020	RAMSAY THOMAS	R	135.00
01	296886	02/20/2020	RICHFIELD CHAMBER OF COMMERCE	R	1,420.00
01	296887	02/20/2020	RICHFIELD ROTARY CLUB	R	70.00
01	296888	02/20/2020	SANDERS ANNIKA	R	20.00
01	296889	02/20/2020	SCHOOL SPECIALTY INC	R	49.02
01	296890	02/20/2020	SELLARS JASON	R	294.00
01	296891	02/20/2020	SHERMAN, IRENE K	R	100.00
01	296892	02/20/2020	SONNENBURG GARY	R	79.00
01	296893	02/20/2020	SUBURBAN TIRE WHOLESAL	R	552.12
01	296894	02/20/2020	SUPER DUPER PUBLICATIONS	R	80.00
01	296895	02/20/2020	SYN-TECH SYSTEMS, INC	R	1,175.00
01	296896	02/20/2020	TARR GUS	R	79.00
01	296897	02/20/2020	TAYLOR JASON	R	35.00
01	296898	02/20/2020	TOENSING KARI	R	20.00
01	296899	02/20/2020	TRIO SUPPLY COMPANY	R	1,971.12
01	296900	02/20/2020	TWIN CITY HARDWARE	R	88.81
01	296901	02/20/2020	UNITED HEALTHCARE	R	159.60
01	296902	02/20/2020	UNITED HEALTHCARE INSURANCE CO	R	479.54
01	296906	02/20/2020	UPPER LAKES FOODS	R	57,076.36
01	296907	02/20/2020	VIG SOLUTIONS INC	R	2,424.00
01	296908	02/20/2020	WARD'S SCIENCE	R	75.00
01	296909	02/20/2020	WILSON HOPE	R	20.00
01	296910	02/20/2020	WILSON JOHN P	R	20.00
01	296911	02/20/2020	WITTERSCHEIN JOSEPH J	R	79.00
01	296912	02/20/2020	WORLD SAVVY INC	R	1,000.00
01	296913	02/20/2020	ZUBAN FAMETTA	R	10.00
01	V609788	02/20/2020	MAYA K BUSS	R	150.00
01	V609789	02/20/2020	KATHERINE E CABIESES	R	145.58
01	V609790	02/20/2020	PATRICIA G M DAVIS	R	26.98
01	V609791	02/20/2020	ABBY DUBE	R	10.00
01	V609792	02/20/2020	NASHWA M IBRAHIM	R	149.99
01	V609793	02/20/2020	AMY J JOHNSON	R	20.70
01	V609794	02/20/2020	MAIA M MACK	R	245.00
01	V609795	02/20/2020	TANYA R OLSON	R	28.93
01	V609796	02/20/2020	JAMES R PADDOCK	R	58.66
01	V609797	02/20/2020	STEVEN C PEER	R	36.72
01	V609798	02/20/2020	KELCI A PETERSON	R	181.20
01	V609799	02/20/2020	MARIA L SANCHEZ	R	111.91
01	V609800	02/20/2020	LU ANN N TAUER STONE	R	76.48
01	V609801	02/20/2020	KARI L TAYLOR	R	47.00
01	V609802	02/20/2020	CARRIE A VALA	R	2,137.58
01	V609803	02/20/2020	MELISSA J WILLIAMS	R	21.56
01	296914	02/21/2020	UNIVERSITY OF ST THOMAS	R	2,161.30
01	296915	02/21/2020	RICHFIELD ROTARY CLUB	R	350.00
01	296916	02/25/2020	ALL FURNITURE INC	R	615.10

01	296917	02/25/2020	AMERICAN DRAPERY SYSTEMS, INC.	R	29,657.07
01	296918	02/25/2020	BRAUN INTERTEC CORP	R	951.50
01	296919	02/25/2020	CEL PUBLIC RELATIONS, INC.	R	1,650.00
01	296920	02/25/2020	ECM PUBLISHERS INC	R	853.00
01	296921	02/25/2020	ICS CONSULTING, INC.	R	76,456.68
01	296922	02/25/2020	INNOVATIVE OFFICE SOLUTIONS LLC	R	65,513.31
01	296923	02/25/2020	MAVO SYSTEMS INC	R	27,606.25
01	296924	02/25/2020	MID MINNESOTA STORAGE	R	180.00
01	296925	02/25/2020	SHAW-LUNDQUIST ASSOCIATES, INC.	R	425,231.73
01	296926	02/25/2020	TITAN ENVIROMENTAL, INC.	R	82,189.26
01	296927	02/25/2020	WOLD ARCHITECTS AND ENGINEERS	R	131,165.08
01	296928	02/26/2020	ACTIVE INTERNET TECHNOLOGIES, LLC	R	33,499.00
01	296929	02/26/2020	ALL FLAGS LLC	R	298.17
01	296930	02/26/2020	ALLIED PROFESSIONALS, INC.	R	196.88
01	296931	02/26/2020	AMBER COUGLE	R	50.00
01	296932	02/26/2020	AMELIA FRANCK MEYER	R	50.00
01	296933	02/26/2020	BAYADA	R	450.00
01	296934	02/26/2020	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	8,736.00
01	296935	02/26/2020	BUSINESS ESSENTIALS	R	132.98
01	296936	02/26/2020	CANON USA	R	3,922.16
01	296937	02/26/2020	CAPITAL ONE COMMERCIAL	R	120.95
01	296938	02/26/2020	COUGHLAN COMPANIES LLC	R	3,763.93
01	296939	02/26/2020	CAPTIVATE MEDIA & CONSULTING	R	1,240.00
01	296940	02/26/2020	CARQUEST AUTO PARTS	R	109.62
01	296941	02/26/2020	CBP REPAIR	R	228.98
01	296942	02/26/2020	CHASKA PARKS & RECREATION	R	1,660.30
01	296943	02/26/2020	CINTAS CORPORATION NO 2	R	201.04
01	296944	02/26/2020	CITY OF RICHFIELD	R	7,515.00
01	296945	02/26/2020	CITY OF RICHFIELD	R	3,903.00
01	296946	02/26/2020	COMCAST	R	531.22
01	296947	02/26/2020	CONTINENTAL BOOK COMPANY INC	R	17.50
01	296948	02/26/2020	COUNCIL FOR ADVANCE & SUPPORT OF ED	R	560.00
01	296949	02/26/2020	DICK BLICK COMPANY	R	53.51
01	296950	02/26/2020	DS ERICKSON & ASSOC	R	1,356.38
01	296951	02/26/2020	DUNG LE	R	50.00
01	296952	02/26/2020	DISCOUNT SCHOOL SUPPLY	R	26.80
01	296953	02/26/2020	EDUCATORS BENEFIT CONSULTANTS LLC	R	304.60
01	296954	02/26/2020	EILEEN TUTTLE	R	50.00
01	296955	02/26/2020	FINANGER PHILLIP J	R	70.00
01	296956	02/26/2020	FIREFLY COMPUTERS, LLC	R	10,007.00
01	296957	02/26/2020	FIRST BOOK MARKETPLACE	R	602.56
01	296958	02/26/2020	FLUENCY MATTERS	R	455.00
01	296959	02/26/2020	FURTHER	R	10,890.00
01	296960	02/26/2020	GAVIC MARK	R	79.00
01	296961	02/26/2020	WW GRAINGER INC	R	49.40
01	296962	02/26/2020	GRISELDA PLIEGO LOPEZ	R	50.00
01	296963	02/26/2020	GROUP MEDICAREBLUE RX	R	6,510.00
01	296964	02/26/2020	HAMMER SPORTS, LLC	R	981.00
01	296965	02/26/2020	HERFF JONES INC	R	2,653.17
01	296966	02/26/2020	ULMER, INGA	R	250.00

01	296967	02/26/2020	HOBART SERVICE	R	523.16
01	296968	02/26/2020	HOGLUND BUS CO INC	R	316.54
01	296969	02/26/2020	IDEAL ENERGIES LLC	R	992.09
01	296970	02/26/2020	INDOFF INC	R	234.30
01	296971	02/26/2020	INNOVATIVE OFFICE SOLUTIONS LLC	R	2,559.20
01	296972	02/26/2020	INTERMEDIATE DISTRICT 287	R	1,185.25
01	296973	02/26/2020	JENNIFER SCHULLO	R	50.00
01	296974	02/26/2020	JOBSINMINNEAPOLIS.COM	R	3,300.00
01	296975	02/26/2020	KARNAS LUCAS M	R	79.00
01	296976	02/26/2020	KINECT ENERGY INC	R	63,445.34
01	296977	02/26/2020	LANGUAGE LINE SERVICE	R	482.30
01	296978	02/26/2020	LASH, VALERIE	R	90.00
01	296979	02/26/2020	LEARNING A-Z	R	98.95
01	296980	02/26/2020	LOFFLER COMPANIES	R	527.00
01	296981	02/26/2020	MADISON NATIONAL LIFE INS CO INC	R	14,616.75
01	296982	02/26/2020	MESPA-MN ELEMENTARY	R	66.00
01	296983	02/26/2020	MIDWEST BUS PARTS INC	R	362.74
01	296984	02/26/2020	MIGUELINA FIGUEROA	R	50.00
01	296985	02/26/2020	MTI DISTRIBUTING CO	R	1,239.33
01	296986	02/26/2020	NAVARO RAYMOND	R	196.00
01	296987	02/26/2020	NEW LIFE ENTERPRISE	R	289.50
01	296988	02/26/2020	NUSS TRUCK & EQUIPMENT	R	2,444.00
01	296989	02/26/2020	OAKESHOTT INSTITUTE	R	120.00
01	296990	02/26/2020	OCCUPATIONAL MEDICINE CONSULTANTS	R	29.25
01	296991	02/26/2020	ODONNELL BAYLEE ANN	R	20.00
01	296992	02/26/2020	OKEY CHRIS	R	100.00
01	296993	02/26/2020	OLGA SALAS TORRES	R	120.00
01	296994	02/26/2020	OLSON CHRISTOPHER	R	79.00
01	296995	02/26/2020	HOLISTIC KNEADS LLC	R	180.00
01	296996	02/26/2020	PHOENIX SCHOOL COUNSELING	R	14,085.00
01	296997	02/26/2020	PREMIUM WATERS INC	R	26.00
01	296998	02/26/2020	REGION 6 AA-MSHSL	R	50.00
01	296999	02/26/2020	RICHFIELD BUS COMPANY	R	736.15
01	297000	02/26/2020	RIES ROBERT A	R	79.00
01	297001	02/26/2020	RUPP ANDERSON SQUIRES & WALDSPURGER	R	11,463.62
01	297002	02/26/2020	RYAN JEANNIE M	R	568.27
01	297003	02/26/2020	SARA JERIKOUSKY	R	50.00
01	297004	02/26/2020	SARAH TILL	R	50.00
01	297005	02/26/2020	SCHOOL SERVICE EMPLOYEES UNION	R	8,773.06
01	297006	02/26/2020	SELLARS JASON	R	196.00
01	297007	02/26/2020	SOURCEWELL TECHNOLOGY	R	4,205.70
01	297008	02/26/2020	SUNDRE ZACHARY	R	79.00
01	297009	02/26/2020	TITAN MACHINERY INC	R	238.00
01	297010	02/26/2020	TRICIA MINGO NICHOLS	R	50.00
01	297011	02/26/2020	TRUNG NGUYEN	R	50.00
01	297012	02/26/2020	ULINE	R	946.10
01	297013	02/26/2020	UNITED STATES TREASURER	R	430.30
01	297014	02/26/2020	US DEPARTMENT OF EDUCATION AWG	R	130.97
01	297015	02/26/2020	VAIL RESORTS MANAGE	R	132.00
01	297016	02/26/2020	VICTORIA DANCE PRODUCTIONS, INC.	R	105.00

01	297017	02/26/2020	VIG SOLUTIONS INC	R	934.00
01	297018	02/26/2020	XCEL ENERGY	R	37,493.84
01	297019	02/26/2020	YEMANE ABAY	R	50.00

TOTAL CHECK & E-PAY REGISTER					1,356,417.82
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CHECKS & E-PAY RUNS FOR 03/02/2020 BOARD REPORTS

BANK 05	DATE	AMOUNT
E-PAY	2/20/2020	3,448.29
CHECKS	2/20/2020	232,046.39
	2/21/2020	2,511.30
Construction Checks	2/25/2020	842,068.98
	2/26/2020	276,342.86

CHECK REGISTER BANK 05 TOTAL =	1,356,417.82
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BREAKDOWN

01-206-00	390,360.72
02-206-00	87,887.29
03-206-00	10,947.59
04-206-00	17,669.64
06-206-00	842,068.98
07-206-00	-
08-206-00	-
20-206-00	5,186.32
21-206-00	2,297.28
47-206-00	
50-206-00	

BANK TOTAL =	1,356,417.82
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RICHFIELD PUBLIC SCHOOLS

Investment Holdings as of
February 26, 2020

Description	Matures	Rate	Cost	General Operating	Agency (Scholarships)	2018A Bond	2018B Bond	OPEB Bond
MN TRUST TERM SERIES	03/25/20	1.56%	2,000,000.00	2,000,000.00	-	-	-	-
FARMERS AND MERCHANTS UNION B	07/27/20	2.39%	242,600.00	242,600.00	-	-	-	-
PEOPLE'S UNITED BANK, NATIONAL AS	07/27/20	2.32%	2,757,400.00	2,757,400.00	-	-	-	-
EAGLEBANK	08/24/20	1.96%	245,100.00	245,100.00	-	-	-	-
STATE BANK OF NEW RICHLAND	08/24/20	1.69%	245,800.00	245,800.00	-	-	-	-
SAFRA NATIONAL BANK	09/10/20	1.68%	245,289.14	245,289.14	-	-	-	-
THIRD COAST BANK, SSB	09/17/20	1.82%	245,100.00	245,100.00	-	-	-	-
NEW OMNI BANK N.A.	09/17/20	1.80%	245,200.00	245,200.00	-	-	-	-
ELGA CREDIT UNION	09/17/20	1.82%	245,100.00	245,100.00	-	-	-	-
VERITEX COMMUNITY BANK	09/17/20	1.66%	245,600.00	245,600.00	-	-	-	-
WESTERN ALLIANCE BANK - C	12/17/20	1.92%	528,500.00	528,500.00	-	-	-	-
BANK 7	12/17/20	2.23%	242,300.00	242,300.00	-	-	-	-
LATINO COMMUNITY CREDIT UNION	12/17/20	2.10%	242,700.00	242,700.00	-	-	-	-
FIRST NATIONAL BANK / THE FIRST, N	12/17/20	1.98%	243,200.00	243,200.00	-	-	-	-
EAST BOSTON SAVINGS BANK	12/17/20	1.93%	243,300.00	243,300.00	-	-	-	-
FORESIGHT BANK	01/27/21	2.56%	237,500.00	237,500.00	-	-	-	-
ASSOCIATED BANK, NA - C	01/27/21	2.61%	1,000,000.00	1,000,000.00	-	-	-	-
MECHANICS SAVINGS, A DIVISION OF I	01/27/21	2.56%	237,500.00	237,500.00	-	-	-	-
FIRST INTERNET BANK OF INDIANA	02/04/21	1.85%	243,300.00	243,300.00	-	-	-	-
TBK BANK, SSB / THE NATIONAL BANK	02/04/21	1.75%	243,600.00	243,600.00	-	-	-	-
CITADEL FCU	02/18/21	1.63%	245,900.00	245,900.00	-	-	-	-
FIELDPOINT PRIVATE BANK & TRUST	02/18/21	1.55%	246,100.00	246,100.00	-	-	-	-
GRANITE COMMUNITY BANK / FIRST N	02/18/21	1.53%	246,200.00	246,200.00	-	-	-	-
Capital One, National Association Cert	08/16/21	2.10%	160,000.00	-	160,000.00	-	-	-
MN TRUST TERM SERIES	03/25/20	1.56%	1,500,000.00	-	-	1,500,000.00	-	-
THIRD COAST BANK, SSB	03/25/20	2.68%	1,000,000.00	-	-	1,000,000.00	-	-
BMO HARRIS BANK, NA	03/25/20	2.29%	2,000,000.00	-	-	2,000,000.00	-	-
AMERICAN PLUS BANK, N.A.	03/27/20	2.50%	243,800.00	-	-	243,800.00	-	-
ASSOCIATED BANK, NA - C	03/27/20	2.50%	512,500.00	-	-	512,500.00	-	-
LANDMARK COMMUNITY BANK	03/27/20	2.54%	243,700.00	-	-	243,700.00	-	-
BARRINGTON B&TC - WINTRUST	04/24/20	2.30%	237,700.00	-	-	237,700.00	-	-
WESTERN ALLIANCE BANK / TORREY P	04/24/20	2.22%	238,000.00	-	-	238,000.00	-	-

RICHFIELD PUBLIC SCHOOLS

Investment Holdings as of
February 26, 2020

Description	Matures	Rate	Cost	General Operating	Agency (Scholarships)	2018A Bond	2018B Bond	OPEB Bond
WHEATON BANK AND TRUST - WINTRI	04/24/20	2.30%	237,700.00	-	-	237,700.00	-	-
HINSDALE B&TC - WINTRUST	04/24/20	2.30%	237,700.00	-	-	237,700.00	-	-
WINTRUST BANK	04/24/20	2.30%	237,700.00	-	-	237,700.00	-	-
LIBERTYVILLE B&TC - WINTRUST	04/24/20	2.30%	237,700.00	-	-	237,700.00	-	-
STATE BANK OF THE LAKES - WINTRUS	04/24/20	2.30%	237,700.00	-	-	237,700.00	-	-
VILLAGE BANK & TRUST - WINTRUST	04/24/20	2.30%	237,700.00	-	-	237,700.00	-	-
NORTHBROOK B&TC - WINTRUST	04/24/20	2.30%	237,700.00	-	-	237,700.00	-	-
CRYSTAL LAKE B&TC, NA - WINTRUST	04/24/20	2.30%	237,700.00	-	-	237,700.00	-	-
WISCONSIN-D-BABS	05/01/20	2.27%	563,497.00	-	-	563,497.00	-	-
PENTAGON FEDERAL CREDIT UNION (1	05/21/20	2.26%	1,500,000.00	-	-	1,500,000.00	-	-
TEXAS CAPITAL BANK	06/01/20	2.48%	243,800.00	-	-	243,800.00	-	-
SONABANK	06/01/20	2.64%	243,400.00	-	-	243,400.00	-	-
DAVENPORT-B-REF-TXBL	06/01/20	2.35%	263,533.40	-	-	263,533.40	-	-
Salt Lake City Corp	06/15/20	2.35%	248,137.50	-	-	248,137.50	-	-
FANNIE MAE	06/22/20	2.28%	1,474,126.30	-	-	1,474,126.30	-	-
PENTAGON FEDERAL CREDIT UNION (1	06/25/20	2.28%	2,250,000.00	-	-	2,250,000.00	-	-
SUFFOLK CO-A-BANS	06/26/20	2.26%	1,005,170.00	-	-	1,005,170.00	-	-
PENTAGON FEDERAL CREDIT UNION (1	07/24/20	2.30%	2,500,000.00	-	-	2,500,000.00	-	-
BMO HARRIS BANK, NA	08/25/20	2.30%	2,500,000.00	-	-	2,500,000.00	-	-
PENTAGON FEDERAL CREDIT UNION (1	08/25/20	2.32%	2,500,000.00	-	-	2,500,000.00	-	-
BMO HARRIS BANK, NA	09/25/20	2.31%	1,500,000.00	-	-	1,500,000.00	-	-
PENTAGON FEDERAL CREDIT UNION (1	09/25/20	2.33%	1,500,000.00	-	-	1,500,000.00	-	-
SOUTHERN STATES BANK	09/25/20	2.54%	240,500.00	-	-	240,500.00	-	-
PREMIER BANK	09/25/20	2.57%	240,400.00	-	-	240,400.00	-	-
ASSOCIATED BANK, NA - C	09/25/20	2.50%	519,100.00	-	-	519,100.00	-	-
NYC	10/01/20	2.41%	1,040,450.00	-	-	1,040,450.00	-	-
WESTCHESTER CO-A-REF	10/15/20	2.45%	148,305.00	-	-	148,305.00	-	-
BMO HARRIS BANK, NA	10/23/20	2.37%	2,000,000.00	-	-	2,000,000.00	-	-
NEW YORK NY	11/01/20	2.43%	1,313,141.25	-	-	1,313,141.25	-	-
BMO HARRIS BANK, NA	11/25/20	2.37%	1,500,000.00	-	-	1,500,000.00	-	-
WHEATON PK-D-REF-TXBL	12/30/20	2.69%	513,567.60	-	-	513,567.60	-	-
LAKE ETC SD #118-REF	01/01/21	2.79%	400,700.00	-	-	400,700.00	-	-

RICHFIELD PUBLIC SCHOOLS

Investment Holdings as of
February 26, 2020

Description	Matures	Rate	Cost	General Operating	Agency (Scholarships)	2018A Bond	2018B Bond	OPEB Bond
US TREASURY N/B	01/15/21	2.32%	495,683.59	-	-	495,683.59	-	-
ASSOCIATED BANK, NA - C	01/25/21	2.66%	500,000.00	-	-	500,000.00	-	-
COLLIN CO-B-REF-TXBL	02/15/21	2.43%	260,982.50	-	-	260,982.50	-	-
County of El Paso TX	02/15/21	2.37%	794,768.00	-	-	794,768.00	-	-
FINANCIAL FEDERAL BANK	02/25/21	2.65%	237,100.00	-	-	237,100.00	-	-
ASSOCIATED BANK, NA (N)	02/25/21	2.67%	237,100.00	-	-	237,100.00	-	-
ASSOCIATED BANK, NA - C	02/25/21	2.50%	1,000,000.00	-	-	1,000,000.00	-	-
HOUSTON-B-TXBL	03/01/21	2.43%	555,861.60	-	-	555,861.60	-	-
State of Maryland	03/15/21	2.38%	501,430.00	-	-	501,430.00	-	-
ASSOCIATED BANK, NA - C	04/23/21	2.67%	500,000.00	-	-	500,000.00	-	-
US TREASURY N/B	05/15/21	2.36%	1,023,164.05	-	-	1,023,164.05	-	-
State of Arkansas	06/01/21	2.43%	1,520,460.00	-	-	1,520,460.00	-	-
MEMPHIS-C-BABS	07/01/21	2.68%	312,489.00	-	-	312,489.00	-	-
FEDERAL HOME LOAN BANK	07/14/21	2.40%	959,446.61	-	-	959,446.61	-	-
FEDERAL HOME LOAN BANK	07/14/21	2.40%	479,723.30	-	-	479,723.30	-	-
State of Hawaii	08/01/21	2.45%	357,371.00	-	-	357,371.00	-	-
US TREASURY N/B	08/31/21	2.40%	493,398.44	-	-	493,398.44	-	-
FANNIE MAE	10/07/21	2.45%	481,788.31	-	-	481,788.31	-	-
City & County of Honolulu HI	11/01/21	2.55%	497,605.00	-	-	497,605.00	-	-
BMO HARRIS BANK, NA	03/25/20	2.29%	1,000,000.00	-	-	-	1,000,000.00	-
BMO HARRIS BANK, NA	04/24/20	2.24%	1,000,000.00	-	-	-	1,000,000.00	-
BMO HARRIS BANK, NA	05/21/20	2.24%	1,250,000.00	-	-	-	1,250,000.00	-
SCHAUMBURG B&TC / ADVANTAGE N	06/25/20	2.30%	236,700.00	-	-	-	236,700.00	-
BEVERLY BANK & TRUST CO, NA- WIN1	06/25/20	2.30%	236,700.00	-	-	-	236,700.00	-
LAKE FOREST B&T CO. N.A. - WINTRUS	06/25/20	2.30%	236,700.00	-	-	-	236,700.00	-
TOWN BANK - WINTRUST	06/25/20	2.30%	236,700.00	-	-	-	236,700.00	-
OLD PLANK TRAIL COMMUNITY BANK	06/25/20	2.30%	236,700.00	-	-	-	236,700.00	-
ST. CHARLES B&TC - WINTRUST	06/25/20	2.30%	236,700.00	-	-	-	236,700.00	-
US TREASURY N/B	07/15/20	2.25%	491,503.91	-	-	-	491,503.91	-
PENTAGON FEDERAL CREDIT UNION (1	07/24/20	2.30%	1,000,000.00	-	-	-	1,000,000.00	-
MN TRUST TERM SERIES	07/24/20	1.54%	3,000,000.00	-	-	-	3,000,000.00	-
PENTAGON FEDERAL CREDIT UNION (1	08/25/20	2.32%	1,000,000.00	-	-	-	1,000,000.00	-

RICHFIELD PUBLIC SCHOOLS

Investment Holdings as of
February 26, 2020

Description	Matures	Rate	Cost	General Operating	Agency (Scholarships)	2018A Bond	2018B Bond	OPEB Bond
BMO HARRIS BANK, NA	08/25/20	2.30%	1,000,000.00	-	-	-	1,000,000.00	-
BMO HARRIS BANK, NA	09/25/20	2.36%	1,250,000.00	-	-	-	1,250,000.00	-
BMO HARRIS BANK, NA	10/23/20	2.31%	1,000,000.00	-	-	-	1,000,000.00	-
PACIFIC WESTERN BANK	04/23/21	3.19%	233,400.00	-	-	-	233,400.00	-
CIBC BANK USA / PRIVATE BANK - MI	08/25/21	2.69%	234,000.00	-	-	-	234,000.00	-
FIRST NATIONAL BANK	08/25/21	2.78%	233,500.00	-	-	-	233,500.00	-
GREAT MIDWEST BANK	08/25/21	2.68%	120,000.00	-	-	-	120,000.00	-
BANK OF CHINA	03/02/20	2.64%	243,400.00	-	-	-	-	243,400.00
BROOKLINE BANK	03/05/20	2.53%	150,000.00	-	-	-	-	150,000.00
SOUTHSIDE BANK	05/19/20	1.21%	238,300.00	-	-	-	-	238,300.00
PREFERRED BANK	08/31/20	2.55%	240,500.00	-	-	-	-	240,500.00
CORPORATE ONE FEDERAL CREDIT UN	08/31/20	2.60%	240,300.00	-	-	-	-	240,300.00
State of California	10/01/20	2.28%	725,355.25	-	-	-	-	725,355.25
MAINSTREET BANK	10/13/20	1.67%	237,400.00	-	-	-	-	237,400.00
KS STATEBANK / KANSAS STATE BANK	10/13/20	1.86%	235,800.00	-	-	-	-	235,800.00
KEMBA FINANCIAL FCU	10/13/20	1.75%	236,900.00	-	-	-	-	236,900.00
MERRICK BANK	10/19/20	2.90%	92,000.00	-	-	-	-	92,000.00
PRIME ALLIANCE BANK	10/19/20	2.99%	208,000.00	-	-	-	-	208,000.00
FIRST CENTRAL BANK MCCOOK	10/30/20	1.81%	236,200.00	-	-	-	-	236,200.00
SECURITY STATE BANK	10/30/20	1.79%	236,600.00	-	-	-	-	236,600.00
GREAT MIDWEST BANK	12/18/20	1.91%	115,000.00	-	-	-	-	115,000.00
CFG BANK	04/01/21	1.74%	243,500.00	-	-	-	-	243,500.00
IOWA VLY IA CMNTY CLG	06/01/21	1.55%	587,258.10	-	-	-	-	587,258.10
OXFORD-C-REF	08/01/21	1.70%	300,516.00	-	-	-	-	300,516.00
T BANK, NA	10/12/21	1.51%	100,000.00	-	-	-	-	100,000.00
Bank OZK	02/28/22	2.65%	230,100.00	-	-	-	-	230,100.00
TULSA CO ISD #3-TXBL	04/01/22	2.58%	693,178.90	-	-	-	-	693,178.90
HONOLULU-E-TXBL	10/01/22	1.61%	282,931.00	-	-	-	-	282,931.00
TEXAS ST-C-REF-TXBL	10/01/22	1.61%	784,606.90	-	-	-	-	784,606.90
HONOLULU CITY and CNTY	10/01/22	1.58%	965,371.30	-	-	-	-	965,371.30
HAWAII-FA-TXBL	10/01/23	1.62%	882,359.50	-	-	-	-	882,359.50

RICHFIELD PUBLIC SCHOOLS

Investment Holdings as of
February 26, 2020

Description	Matures	Rate	Cost	General Operating	Agency (Scholarships)	2018A Bond	2018B Bond	OPEB Bond
Total Investments Held			79,108,969.45	10,917,289.14	160,000.00	45,293,499.45	14,232,603.91	8,505,576.95

CONSENT AGENDA

Agenda Item IV.B.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, March 2, 2020

Subject: PERSONNEL ITEMS
(Recommended by Superintendent)

That the Board of Education approve the following personnel items:

Management Team Full Time Retirement
Mary Pat Mesler – Director of Special Programs

Certified Full Time Resignation
Erin Murray – Literacy/Talent Development – Centennial

Classified Full Time Position for Employment - Paraprofessional
Mayra Sanchez Ariza – 40 hr/wk Clerical Para 2 - RSTEM

Classified Part Time Position for Employment – Food & Nutrition Services
Segundo Morocho Cuzco – 25 hr/wk Kitchen Assistant – Senior High

OLD BUSINESS – FOR REVIEW

Agenda Item V.A.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, March 2, 2020

Subject: Policy 502 Resident and Nonresident Student Enrollment

502.1 New Student Registration Requirements

~~502.2 Power of Attorney, Delegation of Parental Authority~~

~~502.3 Application for Enrollment, School District Enrollment Options Program~~

~~502.4 Interdistrict Transfers and Nonresident Agreement~~

(Recommended by the Superintendent)

A second read of Policy 502. Guideline 502.2 was eliminated as it is a state form and not necessary for our board guidelines; Guidelines 502.3 and 502.4 were eliminated because Section V. Non-Resident Enrollment through Interdistrict Transfer no longer applies due to Open Enrollment and the requirements of Achievement and Integration.

Attachments

Policy 502 – Second Read – redlined

Policy 502.1 Guidelines – New Student Registration Requirements

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RICHFIELD PUBLIC SCHOOLS

RESIDENT AND NONRESIDENT STUDENT ENROLLMENT

I. PURPOSE

The purpose of this policy is to provide a framework for enrollment of resident and nonresident students, in accordance with law and policy.

II. GENERAL STATEMENT OF POLICY

The Richfield Board of Education recognizes that choice in the selection of a public school provides parents and learners an opportunity to seek a school that best fits their needs and interests. To this end, in addition to serving students who are Richfield residents, the school district desires to participate in the Enrollment Options Program established by Minnesota Statutes § 124D.03. The school district is also supportive of interdistrict transfer agreements that allow for the transfer of students in grades K-12 into or out of the school district.

III. RESIDENT STUDENT ENROLLMENT

A. Admission of Resident Students - Pursuant to Minn. Stat. § 120A.20, Subd.1, admission to the Richfield Public Schools is free to any student residing within the school district who is under 21 years of age and meets either the minimum age requirements outlined in Board Policy 501 or the early entrance requirements outlined in Administrative Guidelines 501.2.

B. Education and Residence of Homeless Students - Notwithstanding Section III.A above, admission shall not be denied to a school aged student who is homeless, highly-mobile and/or experiencing housing instability ~~person of school age~~ solely because the district cannot determine that the person-student is a resident of the school district. Pursuant to Minn. Stat. § 120A.20, Subd.2b, the school district of residence for a school aged student who is homeless, highly-mobile and/or experiencing housing instability ~~person of school age~~ shall be the school district in which the homeless shelter or other program, center, or facility assisting the student~~homeless person~~ is located.

C. Registration Requirements, Including Determination of Residency

1. Administrative Guidelines 502.1 provides a sample listing of new student registration requirements, including a notice outlining a variety of ways to establish residency status.
2. Administrative Guidelines 502.2 is a sample form that may be used by a non-resident parent to assign parental authority and power of

1 attorney for a school-age child to a resident of the school district.
2 The form affirms that the child is residing in the district for the purpose
3 of receiving care and support, and not for the primary purpose of
4 attending school in the district. Upon submission of the form, the
5 child may be enrolled as a resident of the district.
6
7

8 **IV. NONRESIDENT STUDENT ENROLLMENT UNDER THE ENROLLMENT**
9 **OPTIONS PROGRAM**

10
11 **A.** This section outlines the application and exclusion procedures for the
12 Enrollment Options Program established by Minn. Stat. § 124D.03.

13
14 **B. Eligibility** - Applications for enrollment under the Enrollment Options (Open
15 Enrollment) Law will be approved provided that acceptance of the
16 application will not exceed the capacity of a program, excluding special
17 education services, class, grade level, or school building, as established by
18 school board resolution in accordance with standards outlined in Section
19 C1 below.

20
21 **C. Standards**

22
23 1. The following standards *may* be used in determining whether to
24 accept or reject an application for open enrollment:

25
26 a. Space is available for the applicant under enrollment cap
27 standards established by school board policy or other
28 directive.

29
30 b. In considering the capacity of a grade level, the school district
31 may only limit the enrollment of nonresident students to a
32 number not less than the lesser of: (1) one percent of the total
33 enrollment at each grade level in the school district; or (2) the
34 number of school district resident students at that grade level
35 enrolled in a nonresident school district in accordance with
36 Minn. Stat. § 124D.03.

37
38 c. The applicant is not otherwise excluded by action of the
39 school district because of previous conduct in another school
40 district.

41
42 2. Standards that may be used for rejection of application. In addition
43 to the provision of II.A. the school district may refuse to allow a pupil
44 who is expelled under Minn. Stat. § 121A.45 to enroll during the
45 term of the expulsion if the student was expelled for:

46
47
48 a. possessing a dangerous weapon, including a weapon, device,
49 instruments, material, or substance, animate or inanimate, that

1 is used for, or is readily capable of, causing death or serious
2 bodily injury, with the exception of a pocket knife with a blade
3 less than two and one half inches in length, at school or a school
4 function;

5 b. possessing or using an illegal drug at school or a school
6 function;

7 c. selling or soliciting the sale of a controlled substance while at
8 school or a school function; or

9 d. committing a third degree assault involving assaulting another
10 and inflicting substantial bodily harm.

11
12 3. Standards that may not be used for rejection of application. The
13 school district may not use the following standards in determining
14 whether to accept or reject an application for open enrollment:

15
16 2. ~~The school district may not use the following standards in~~
17 ~~determining whether to accept or reject an application for open~~
18 ~~enrollment;~~

19
20 a. previous academic achievement of a student;

21 b. athletic or extracurricular ability of a student;

22 c. disabling conditions of a student;

23 d. a student's proficiency in the English language;

24 e. the student's district of residence except where the district of
25 residence is directly included in an enrollment options strategy
26 included in an approved achievement and integration
27 program; or

28 f. previous disciplinary proceedings involving the student. This
29 shall not preclude the school district from proceeding with
30 exclusion as set out in Section IV.CE. of this policy.

31
32 **D. Application** - The student and parent or guardian must complete and
33 submit the MDEan-Application for Enrollment, which is located here:
34 <https://education.mn.gov/MDE/fam/open/>, the application documents are
35 either:

36 • ~~School District Enrollment Options-General Statewide Enrollment Options~~
37 ~~Application for K-12 and Early Childhood Special Education OR~~

38 ~~Statewide Enrollment Options Application for State-funded Voluntary Pre-~~
39 ~~Kindergarten (VPK) or School Readiness Plus (SRP) Application Program~~
40 ~~developed by the Minnesota Department of Children, Families and~~
41 ~~Learning, appended as Administrative Guidelines 502.3.~~

42 •
43

1
2 **E. K-12 Lotteries**
3

4 If a school district has more applications than available seats at a specific
5 grade level, it must hold an impartial lottery following the January 15
6 deadline to determine which students will receive seats. The district must
7 give priority to enrolling siblings of currently enrolled students, students
8 whose applications are related to an approved integration and achievement
9 plan, children of the school district's staff, and students residing in that part
10 of a municipality (a statutory or home rule charter city or town) where:

- 11
12 1. The student's resident district does not operate a school building;
13 2. The municipality is located partially or fully within the boundaries of at
14 least five school districts;
15 3. The nonresident district in which the student seeks to enroll operates
16 one or more school buildings within the municipality; and,
17 4. No other nonresident, independent, special, or common school district
18 operates a school building within the municipality.

19
20 The process for the school district lottery must be established by school
21 board policy and posted on the school district's website.

22
23 A lottery process is used to create equitable opportunities for student
24 placement in Richfield's three and four year old preschool programs. An
25 early childhood lottery will be conducted annually and placement will be
26 determined based on program availability and eligibility requirements set
27 by the Minnesota Department of Education when applicable. The district
28 will communicate the early childhood lottery process and timelines
29 annually in the fall community education catalog and on the district
30 website.

31
32
33 **F. Exclusion**
34

- 35 1. Administrator's initial determination. If a school district administrator
36 knows or has reason to believe that an applicant has engaged in
37 conduct that has or could subject the applicant to expulsion or
38 exclusion under law or school district policy, the administrator will
39 transmit the application to the superintendent with a
40 recommendation of whether exclusion proceedings should be
41 initiated.
42
43 2. Superintendent's review. The superintendent may make further
44 inquiries. If the superintendent determines that the applicant should
45 be admitted, he or she will notify the applicant and the school board
46 chair. If the superintendent determines that the applicant should be
47 excluded, the superintendent will notify the applicant and determine
48 whether the applicant wishes to continue the application process.
49 Although an application may not be rejected based on previous

1 disciplinary proceedings, the school district reserves the right to
2 initiate exclusion procedures pursuant to the Minnesota Pupil Fair
3 Dismissal Act as warranted on a case-by-case basis.
4

5 **FG. Termination of Enrollment**
6

- 7 1. The school district may terminate the enrollment of a nonresident
8 student enrolled under an enrollment options program pursuant to
9 Minn. Stat. § 124D.03 or 124D.08 at the end of a school year if the
10 student meets the definition of a habitual truant, the student has been
11 provided appropriate services for truancy under Minn. Stat. §
12 260C.007 Subd. 19, and the student's case has been referred to
13 juvenile court. A "habitual truant" is a child under 16 years of age who
14 is absent from attendance at school without lawful excuse for seven
15 school days in a school year if the child is in elementary school or for
16 one or more class periods on seven school days in a school year if
17 the child is in middle school, junior high school or high school, or a
18 child who is 16 or 17 years of age who is absent from attendance at
19 school without lawful excuse for one or more class periods on seven
20 school days in a school year and who has not lawfully withdrawn from
21 school under Minn. Stat. § 120A.22, Subd. 8.
22
- 23 2. The school district may also terminate the enrollment of a
24 nonresident student over 16 years of age if the student is absent
25 without lawful excuse for one or more periods on 15 school days and
26 has not lawfully withdrawn from school under Minn. Stat. § 120A.22,
27 Subd. 8.
28
29

30 **~~V. NON-RESIDENT ENROLLMENT THROUGH INTERDISTRICT TRANSFER~~**
31

32 ~~A. Consideration of Individual Requests – It shall be the policy of the Board of that~~
33 ~~each request for interdistrict transfer be considered on an individual basis, and that~~
34 ~~approval of each request be subject to concurrence by the other school district~~
35 ~~involved and satisfaction of the criteria listed in Section II of this policy.~~
36

37 **~~B. Criteria for Consideration in approving or disapproving Interdistrict Transfer~~**
38 **~~Requests~~**
39

- 40 ~~1. Availability of enrollment space within a school building.~~
41
42 ~~2. Availability of enrollment space within a grade level, class, or program, when~~
43 ~~staffing cannot be adjusted accordingly.~~
44
45 ~~3. Administrative determination that such a transfer will not adversely affect the~~
46 ~~educational program of the student and/or the school to which the transfer is being~~
47 ~~requested.~~
48

- ~~4. For students transferring into the district, willingness of the parent or guardian to accept sole responsibility for transportation to the border of the Richfield Public Schools district.~~
- ~~5. Willingness of the parent or guardian and the student to adhere to school district and building policies, procedures and practices, including specified school hours and behavioral expectations.~~
- ~~6. Any other reasons that the Board believes are relevant to an individual transfer request.~~

~~**C. Approval and Renewal of Interdistrict Transfers**~~

- ~~1. Requests for approval of interdistrict transfers will be considered individually by the superintendent or designee. Initial approval shall be for one year.~~
- ~~2. Interdistrict transfer requests may be renewed annually without reapplication upon review by the superintendent or designee based on the criteria listed in Section V-B above.~~
- ~~3. Administrative Guidelines 502.4 outlines interdistrict transfer procedures to give effect to this policy and to ensure that students and parents are informed. The procedures shall be designed and administered in such a way as to ensure compliance with applicable state and federal laws prohibiting discrimination.~~

VI. OTHER ENROLLMENT OF NONRESIDENT STUDENTS

A. Grade 11 - 12 Enrollment - In accordance with Minn. Stat. § 124D.08. Subd. 3, students who move after completing the tenth grade at Richfield High School may apply for an interdistrict transfer and graduate with their class. Approval of the resident district is not required.

B. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notices shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

C. Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school

district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

D. Students moving into the district prior to October 1, may apply for an interdistrict transfer to begin the year in Richfield prior to their move. If the resident district does not approve the agreement, the student(s) will still be allowed to begin the year on a tuition free basis. The same applies to students moving out of Richfield after April 30 who wish to complete the school year at Richfield.

E.G. High School Graduation Incentives Program - Requests for enrollment in the Richfield Public Schools or another public school district as part of the High School Graduation Incentives Program shall be approved or disapproved in accordance with the provisions of Minn. Stat. § 124D.68.

F.D. Nonresident attendance on a tuition basis - Nonresident students who wish to attend the Richfield Public Schools apart from the provisions of this or other district policy shall pay tuition as established annually by the Board of Education. Such tuition charge shall be based on the total maintenance cost per pupil unit, exclusive of transportation, or the previous school year plus an assessment for capital outlay and debt service based on actual costs per pupil unit for these items in the previous school year.

~~VII. ENROLLMENT IN ALL-DAY KINDERGARTEN~~

~~If there is space to accommodate additional students in All-Day Kindergarten after all resident students who request participation have been enrolled, priority consideration for admission will be given to non-resident sons and daughters of employees, in order of application.~~

VIII. ENROLLMENT IN SCHOOLS AND PROGRAMS OPERATED BY CONSORTIA

Access of resident and nonresident students to schools and programs operated by consortia is governed by policies established by or laws applicable to each consortium. Such policies and laws are referenced at the end of this policy.

Legal References: Minn. Stat. §124D.03, Subds. 3, 4, 6 and 7 (Enrollment Options Program)
Minn. Stat. § 124D.68 (High School Graduation Incentives Program)
Minn. Stat. § 121A.40 to 121A.56 (The Pupil Fair Dismissal Act of 1974)
Minn. Stat. §260C.007, Subd. 19 (Habitual Truant)
Op. Minn. Atty. Gen. No. 169-f (August 13, 1986)

1 Minn. Stat. § 124D.08 (Agreements between School Boards;
2 Enrollment Exceptions
3

4 *Cross References:* Board Policy 501 (Initial Entrance to School)
5 Board Policy 503 (Foreign Students)
6 Board Policy 541 (Student Behavior)
7 West Metro Education Program Joint Board Policy 509 (Student
8 Enrollment Policies and Procedures)
9

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11 ADOPTED BY THE BOARD OF EDUCATION: August 17, 1987

12
13 REVIEWED BY THE BOARD OF EDUCATION: March 4, 2013

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15 REVISED BY THE BOARD OF EDUCATION: April 1, 1996, June 15, 1998, September
16 18, 2000, March 6, 2006, May 1, 2006; February 19, 2008
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RICHFIELD PUBLIC SCHOOLS

**SAMPLE
NEW STUDENT REGISTRATION REQUIREMENTS**

Richfield Senior High School
7001 Harriet Ave. S.
Richfield, MN 55423
Telephone: (612)798-6120 Fax #: (612)798-6117

NEW STUDENT REGISTRATION REQUIREMENTS

NOTE: Registration at Richfield High School is by appointment only.

To make your transfer to Richfield High School as pleasant as possible and to register you in appropriate classes, the Richfield High School guidance office requires that you provide us with essential records. On the day of your appointment to register at Richfield High School, you need to bring with you or have your previous school send to the Richfield High School guidance office prior to your registration, the following records:

1. **COPY OF BIRTH CERTIFICATE OR OTHER RELIABLE PROOF OF THE STUDENT'S IDENTITY AND AGE.**
2. **MINNESOTA BASIC STANDARDS TEST SCORES (GRADE 8 IN 2004-05 OR EARLIER) OR MCA II/GRAD (GRADE 8 IN 2005-06 AND AFTER) IN READING, MATH AND WRITING.**
3. **TRANSCRIPT FROM ALL PREVIOUS SCHOOLS**, including credits and grades earned in previous courses and standardized test scores. (If a transcript is not available, bring all of your high school report cards.)
4. **IEP AND INFORMATION OF SPECIAL EDUCATION SERVICES YOU HAVE RECEIVED OR FOR WHICH YOU MAY QUALIFY.**
5. **HEALTH RECORD** – Students enrolling in grades 9-12 need to provide dates of immunizations before registering for classes. The minimum requirement is MMR (2), DPT (3) or Td (3) - one of which must have been given since the age of 11 years unless the student received a Td booster after the age of 7. If the student has received the Td booster between the ages 7 and 11, he/she is then required to have another booster 10 years later. Each student must also have a record of at least 3 polio immunizations.
6. **STUDENT WITHDRAWAL FORM** – If you are enrolling at Richfield High School at any time other than the beginning of the school year, we need courses in progress at your previous school and grades in these courses at the time of withdrawal.

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7. **RESIDENCY VERIFICATION** – All new residents enrolling students are asked to verify residency within the Richfield School District in any of the ways listed in Administrative Guidelines 502.2, *Notice to Parents / Guardians of Incoming Students*.
8. **INTERDISTRICT TRANSFER OR OPEN ENROLLMENT** -- If you are living in another school district and wish to enroll at Richfield, you must apply for permission to attend Richfield High School through your resident district. Verification of approval will be sent to the office of the Richfield superintendent. After obtaining permission, you must make an appointment with the Richfield High School principal for final approval prior to making your appointment for registration at Richfield High School. At the time of the appointment you must have a parent or guardian with you and bring all the above information.
9. **VERIFICATION OF ASSIGNED GUARDIAN** - If you do not live with your parents but live with another adult or adults whose residence is within the Richfield attendance boundaries, your parents must present a signed, notarized statement that they have transferred parental authority to the Richfield resident(s), and the Richfield resident(s) must present a signed statement accepting the delegation of parental authority. A sample Power of Attorney / Delegation of Parental Authority Form is provided for this purpose.

Dated: August 17, 1987
Reviewed: March 4, 2013
Revised: April 1, 1996, June 15, 1998, September 18, 2000, March 6, 2006

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NOTICE TO PARENTS/GUARDIANS OF INCOMING STUDENTS

Minnesota Statutes §120A.20 provides that admission to a public school is free to any person meeting age requirements who resides within the district which operates the school. M.S. §124D.03 also allows a free public education for non-resident students whose attendance is approved under various enrollment options.

Per pupil funding is received only for students who are enrolled in accordance with these laws. Thus, it is necessary for the school district to ensure that newly enrolled students are either residents of the district or non-residents whose attendance is approved via a non-resident attendance agreement or through one of the state's enrollment option plans.

Proof of Residency

New residents enrolling students are asked to verify residency within the Richfield School District in any one of the following ways:

- Signed purchase agreement for a home
- Signed lease agreement
- If the parent/guardian is living in but not leasing space owned by a district resident, a letter from the district resident verifying the living arrangement.
- Driver's license
- Voter's registration card
- Change of address notice obtained through the post office listing a new address within the attendance boundaries of the Richfield Public Schools
- Utility bills to the parent/guardian
- Bank statements
- Bills for good or services mailed to parent/guardian
- Other evidence offering proof that the parent/guardian has moved out of a prior residence and into the Richfield School District.

Note: In accordance with M.S. §120A.20, Subd. 2, the Richfield Public Schools will not deny free admission to a homeless person of school age solely because the school district cannot determine that the person is a resident of the school district.

Non-Resident Attendance Agreement

If you are not a resident of the Richfield School District but would like your child to attend the Richfield Public Schools on a tuition-free basis, you must apply for permission to attend the Richfield Schools through your resident district. For further information regarding enrollment options and guidance on the application process, call Judy Allen in the District Office, 798-6062.

OLD BUSINESS - FOR ACTION

Agenda Item V.B.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, March 2, 2020

Subject: RHS Facilities Project Change Orders #14, #15, #16, and #17

(Recommended by the Superintendent)

That the Board of Education approves RHS Facilities Project Change Order #14, #15, #16 and #17 for a net increase of \$87,467.54.

Background Information

Change Order #14: for electrical and low voltage modifications. The primary cost is for a new Technology closet with UPS backup.

Change Order #15: for plumbing and mechanical modifications including the replacement of the existing sewage ejector that had failed.

Change Order #16: for Health Department required finish changes in the Kitchen area.

Change Order #17: for modifications due to existing conditions as well as revisions to the Paying and Receiving room adjacent to the auditorium.

The Original Contract Sum was	\$ 35,430,000.00
The net change by previously authorized Change Orders	\$ 725,549.00
The Contract Sum prior to these Change Orders was	\$ 36,155,549.00
The Contract Sum will be increased by these Change Orders in the amount of	\$ 87,467.54
The new Contract Sum including these Change Orders will be	\$ 36,243,016.54



ICS
3890 Pheasant Ridge Drive N.E., Suite 180
Blaine, Minnesota 55449
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - RHS - ISD #280, Richfield High School
7001 Harriet Avenue South
Richfield, Minnesota 55423

Contract Change Order #015: L.S. Black CO 015-draft

CONTRACT COMPANY:	L.S. Black Constructors, Inc. 1959 Sloan Place, Suite 220 St. Paul, Minnesota 55117	CONTRACT FOR:	SC-S180064 - RHS-001:L.S. Black Single Prime Contract
DATE CREATED:	2/17/2020	CREATED BY:	Raeann Wynn (ICS - Blaine, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	02/17/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$39,353.01

DESCRIPTION:
Mechanical and plumbing revisions. Largest costs is associated with remove existing sewage ejector and replace with new. Next largest cost deals with repairing and rerouting condensate lines for coordination with duct work. Other costs include plumbing changes due to code requirements, and other minor coordination needs.

- CE #065 - #175: H tunnel pumped condensate line: \$10,705.80
- CE #077 - #184: 2nd Floor K - Bathroom Exhaust & Practice Room Grilles: \$1,567.65
- CE #108 - PR #057 Replace Sewage Ejector in Room E001: \$13,720.35
- CE #118 - #85: First Floor Area K Plumbing Issues: \$3,058.58
- CE #121 - #155: Area H Unmarked Existing Plumbing: \$1,815.45
- CE #122 - #255: Sink height conflict - Area N: \$748.65
- CE #123 - #230: Combi Oven Gas and water connections - Area K: \$1,157.10
- CE #124 - Kitchen Plumbing and Health Inspector Driven Changes: \$6,579.43

ATTACHMENTS:
[CE #124 - Kitchen Plumbing_Health Inspection Pricing Complete 01-29-20.pdf](#)
[CE#108 - PR#057 Replace Sewage Ejector Pricing Complete 01-15-20.pdf](#)
[CE #065 - RFI#175-180 H tunnel pumped condensate line Pricing Complete 01-10-20.pdf](#)
[CE #118 - #85 First Floor Area K Plumbing Issues Pricing Complete 12-17-19.pdf](#)
[CE #121 - #155 Area H Unmarked Existing Plumbing Pricing Complete 12-19-19.pdf](#)
[CE #123 - #230 Combi Oven Gas and water connections - Area K Pricing Complete 12-19-19.pdf](#)
[CE #122 - #255 Sink height conflict - Area N Pricing Complete 12-19-19.pdf](#)
[CE #077 - #184 2nd Floor K - Bathroom Exhaust & Practice Room Grilles Pricing Complete 01-08-20.pdf](#)



CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 35,430,000.00
Net change by previously authorized Change Orders	\$ 736,675.19
The contract sum prior to this Change Order was	\$ 36,166,675.19
The contract sum will be increased by this Change Order in the amount of	\$ 39,353.01
The new contract sum including this Change Order will be	\$ 36,206,028.20
The contract time will not be changed by this Change Order by 0 days	

L. S. Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul Minnesota 55117

Wold Architects & Engineers
332 Minnesota Street, Suite W2000
St. Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



ICS
3890 Pheasant Ridge Drive N.E., Suite 180
Blaine, Minnesota 55449
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - RHS - ISD #280, Richfield High School
7001 Harriet Avenue South
Richfield, Minnesota 55423

Contract Change Order #016: L.S. Black CO 016-draft

CONTRACT COMPANY:	L.S. Black Constructors, Inc. 1959 Sloan Place, Suite 220 St. Paul, Minnesota 55117	CONTRACT FOR:	SC-S180064 - RHS-001:L.S. Black Single Prime Contract
DATE CREATED:	2/17/2020	CREATED BY:	Raeann Wynn (ICS - Blaine, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	02/17/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$22,221.15

DESCRIPTION:
Revised wall finishes in Dish room , Cold Prep room , and Corridor to upgrade from fiber glass reinforced plastic (FRP) to tile, per city requirements.

CE #071 - PR #032 Kitchen Wall Tile Change: \$22,221.15

ATTACHMENTS:
CE #071 - PR #032 Kitchen Wall Tile Change Pricing Complete 11-15-19.pdf

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 35,430,000.00
Net change by previously authorized Change Orders	\$ 776,028.20
The contract sum prior to this Change Order was	\$ 36,206,028.20
The contract sum will be increased by this Change Order in the amount of	\$ 22,221.15
The new contract sum including this Change Order will be	\$ 36,228,249.35
The contract time will not be changed by this Change Order by 0 days	

L. S. Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul Minnesota 55117

Wold Architects & Engineers
332 Minnesota Street, Suite W2000
St. Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
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Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, March 2, 2020

Subject: RDLS Facilities Project Change Orders #15 and #16

(Recommended by the Superintendent)

That the Board of Education approve RDLS Facilities Project Change Orders #15 and #16 for net increase of \$27,963.21.

Background Information

Change Order #15: Additional costs related to additional metal trim pieces to close the gap between the windows and the new IDUs. Also included in this change order is a credit for the deletion of a rooftop mechanical equipment screen that was not required per the City. Also included in this change order is cost savings related to removing the dimensional lettering and graphics from the contractor's scope.

Change Order #16: Additional cost for furnish and install of additional marker boards and tack boards.

The Original Contract Sum was	\$ 9,048,000.00
The net change by previously authorized Change Orders	\$ 153,729.55
The Contract Sum prior to these Change Orders was	\$ 9,201,729.55
The Contract Sum will be increased by these Change Orders in the amount of	\$ 27,963.21
The new Contract Sum including these Change Orders will be	\$ 9,229,692.76



ICS
 3890 Pheasant Ridge Drive N.E., Suite 180
 Blaine, Minnesota 55449
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S180064 - RDLS - ISD #280, Richfield Dual Language School
 7001 Elliot Avenue South
 Richfield, Minnesota 55423

DRAFT

Contract Change Order #015: LS Black Change Order 15

CONTRACT COMPANY:	L.S. Black Constructors, Inc. 1959 Sloan Place, Suite 220 St. Paul, Minnesota 55117	CONTRACT FOR:	SC-S180064 - RDLS -001:L.S. Black Single Prime Contract
DATE CREATED:	2/24/2020	CREATED BY:	Karin Borowicz (ICS - Blaine, MN)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Design Development Existing Condition
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$22,458.13

DESCRIPTION:
 CE #035 - PR #030 - Lettering and Graphics Removal: DEDUCT (\$966.00)
 PR #030 - Lettering and Graphics Removal

CE #053 - RFCO - Trim Pieces at IDU/Window Condition (RFI 046) ADD \$30,270.45
 RFCO - Trim Pieces at IDU/Window Condition (RFI 046)

CE #060 - PR #045 - Rooftop Equipment Screening Credit DEDUCT (\$6,846.32)
 PR #045 - Rooftop Equipment Screening Credit

Additional costs related to additional metal trim pieces to close the gap between the windows and the new IDUs. Also included in this change order is a credit for the deletion of a rooftop mechanical equipment screen that was not required per the City. Also included in this change order is cost savings related to removing the dimensional lettering and graphics from the contractor's scope.

ATTACHMENTS:

[CE 035 - PR #030 - Lettering and Graphics Removal.pdf](#) [CE 053 - RFCO - Trim Pieces at IDUWindow Condition \(RFI 046\).pdf](#) [CE 060 - PR 045 - Rooftop Equipment Screen Credit.pdf](#)

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 9,048,000.00
Net change by previously authorized Change Orders	\$ 153,729.55
The contract sum prior to this Change Order was	\$ 9,201,729.55
The contract sum would be changed by this Change Order in the amount of	\$ 22,458.13
The new contract sum including this Change Order will be	\$ 9,224,187.68
The contract time will not be changed by this Change Order by	



L.S. Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul Minnesota 55117

Wold Architects & Engineers
332 Minnesota Street, Suite W2000
St. Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**



Change Order Request

LS Black Constructors, Inc.

Project: 19-6014. / Richfield Dual Language School

To: Taylor Rugroden
ICS

To: Robert Dew
LS Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul, MN 55117

Phone:

Phone:

Fax:

Fax:

Email:

Email: rdew@lsblack.com

Change Order Request # :	50	PR #030 - Lettering and Graphics Removal	Date:
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Below is the detail for our proposal to complete the following changes in contract work:

- Pending Change Order: PCO - 50 PR #030 - Lettering and Graphics Removal
- The prices below are for 30 days and subject to revision if not accepted within 30 days.
- The number of additional days added to total contract duration for completing this work is 0.

Item	Description	
1	PR #030 - Lettering and Graphics Removal	(966.00)
Total For Change Order		<u>(966.00)</u>

Approved By: Taylor Rugroden
ICS

Submitted By: Robert Dew
LS Black Constructors, Inc.

Signed: _____

Signed: _____

Date: _____

Date: _____



Change Order Request

LS Black Constructors, Inc.

Project: 19-6014. / Richfield Dual Language School

To: Taylor Rugroden
ICS

To: Robert Dew
LS Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul, MN 55117

Phone:

Phone:

Fax:

Fax:

Email:

Email: rdew@lsblack.com

Change Order Request # : 50 PR #030 - Lettering and Graphics Removal Date:

Below is the detail for our proposal to complete the following changes in contract work:

- Pending Change Order: PCO - 50 PR #030 - Lettering and Graphics Removal
- The prices below are for 30 days and subject to revision if not accepted within 30 days.
- The number of additional days added to total contract duration for completing this work is 0.

Item : 1 PR #030 - Lettering and Graphics Removal

Phase	Description	Cost Type	Hours	Rate	Estimated Cost
80-0050-01	Dimensional Letter Signage Credit <i>Please see attached</i>	3 S			(606.00)
80-0050-02	Hamemick Credit for PR #30 <i>Please see attached</i>	3 S			(360.00)
	Subtotal Item	1			(966.00)
Cost Type Recap:				Mark up	Amount
	3 Subcontractor			0.00%	966.00
	Subtotal Item				(966.00)
	Bond Premium			0.00%	0.00
	Insurance			0.00%	0.00
	Requested Total For Item	1			(966.00)
	Total For Change Order				(966.00)

Approved By: Taylor Rugroden
ICS

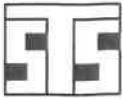
Submitted By: Robert Dew
LS Black Constructors, Inc.

Signed: _____

Signed: _____

Date: _____

Date: _____



Tri-State Specialties

MAILING ADDRESS: P.O. Box 1184

Moorhead, MN 56561-1184

PHYSICAL ADDRESS: 3345 Fourth Street East, #2
West Fargo, ND 58078

T701-540-6758

C701-306-1241

F701-552-7205

E-Mail: joey_tss@yahoo.com

DATE: 12/19/18

TO: All Contractors

ESTIMATE #4190

EXPIRATION DATE: 12/31/19

(See Terms Below for Conditions of Expiration Date)

**RICHFIELD DUAL LANGUAGE SCHOOL 2018 ADDITIONS RENOVATIONS
RICHFIELD, MN**

We Acknowledge Addendums: 1,2,3,4

Section #10 11 00 – Visual Display Boards

Includes (25) Visual Display Boards as Per Plans & Specs \$10,442.00

Section #10 14 19 – Dimensional Letter Signage

Includes (4) 18" High Metal Letters "RDLS" \$606.00

Section #10 21 13 – Solid Plastic Toilet Partition

Includes (10) Stalls & (2) Urinal Screens – Class "B"

Qualifying Note:

1) Excludes Purse Shelves – Supplied in Section #10 28 13 \$8,031.00

Section #10 21 23 – Cubicle Curtains

Includes 15 L.F. of Cubicle Track with Cubicle Curtains \$795.00

Section #10 28 13 – Toilet Accessories

Includes (9) 18" Grab Bars, (1) 24" Grab Bar, (6) 36" Grab Bars, (9) 42" Grab Bars, (5) Napkin Disposals, (2) Partition Mounted Napkin Disposals, (13) Mirrors 24"W x 36"H, (3) Mop & Broom Holder/Shelf, (3) Coat Hooks, (9) Stainless Steel Shelves 5" x 24" \$2,434.00

Section #10 44 00 – Fire Protection Specialties

Includes (2) Fire Extinguisher Cabinets, (2) Fire Extinguishers \$573.00

Section #10 51 13 – Lockers

Includes (6) Lockers 12" x 12" x 60" Single Tier Lockers \$2,095.00

IMPORTANT: SALES TAX & INSTALLATION ARE EXCLUDED IN ALL QUOTE TOTALS.

Terms: This proposal is subject to the following terms and conditions: (1) Net 30 Days, No Retainage (2) We are a material supply only. Labor and field verification of dimensions & quantities is to be by general contractor. (3) Quote does NOT include sales tax. (4) Quote includes freight (1 shipment to 1 designation) unless otherwise stated. (5) Signature at time of delivery signifies that you received the material in fair and good condition. Any concealed or visible damage must be noted on the Bill of Lading at time of delivery, or the freight carrier will reject your claim. (6) The manufacturer's standard warranty will be apply in all cases. (7) Materials will be delivered as promptly as possible or per your requested delivery date, subject to delays occasioned by fire, accident, labor strikes or any other cause beyond our control. (8) No liquidated damages or backcharges are allowed. (9) Any change which necessitates alterations or extra material not included in our proposal shall be charged for accordingly. (10) In the event you accept this proposal, yet use your own contract form, it is understood that all terms and conditions of this proposal are to be incorporated and made a part thereof. (11) Acceptance of this quote must be made within 30 days to have it price protected through the above stated expiration date. The material must also ship on or before the expiration date. (12) Accounts past due shall bear interest at the rate of 1.5% per month,

Josh Erickson

From: Robert Leach <RobertL@hamernicks.com>
Sent: Monday, February 10, 2020 2:24 PM
To: Josh Erickson
Subject: RE: RDLS PR #030 Lettering and Graphics Removal

Yes. Let's assume approx.. half day labor and materials. \$360.00 credit to our contract.

Let me know any questions or concerns. Thanks.

Robert Leach
Hamernicks Decorating
651-487-3211
robertl@hamernicksdecorating.com

From: Josh Erickson [mailto:JErickson@LSBlack.com]
Sent: Monday, February 10, 2020 12:42 PM
To: Robert Leach <RobertL@hamernicks.com>
Subject: RE: RDLS PR #030 Lettering and Graphics Removal

Robert,

The credit that the owners are looking for is from the original bid. It was a painted graphic and lettering, which was in your scope of work. We are going to have to issue the owners a credit either way. We are looking to get a number from you. If we don't here back, we will issue them a credit and deduct it from your contract.

Thanks,

JOSH ERICKSON

Project Engineer
P: 612.346.3234

From: Josh Erickson
Sent: Wednesday, February 5, 2020 11:24 AM
To: Robert Leach <RobertL@hamernicks.com>
Subject: RE: RDLS PR #030 Lettering and Graphics Removal

Robert,

Just following up on this email. Have you gotten the chance to review the detail and have you come up an amount the owner should receive as credit? I would like to get this wrapped up.

Thank you.



Change Order Request

LS Black Constructors, Inc.

Project: 19-6014. / Richfield Dual Language School

To: Taylor Rugroden
ICS

To: Robert Dew
LS Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul, MN 55117

Phone:

Phone:

Fax:

Fax:

Email:

Email: rdew@lsblack.com

Change Order Request # : 36 RFCO Trim Pieces at IDUs RFI 46 CE 53 Date:

Below is the detail for our proposal to complete the following changes in contract work:

- Pending Change Order: PCO - 36 RFCO Trim Pieces at IDUs RFI 46 CE 53
- The prices below are for 30 days and subject to revision if not accepted within 30 days.
- The number of additional days added to total contract duration for completing this work is 3.

Item	Description	
36	RFCO Trim Pieces at IDUs RFI 46 CE 53	30,270.45
Total For Change Order		30,270.45

Approved By: Taylor Rugroden
ICS

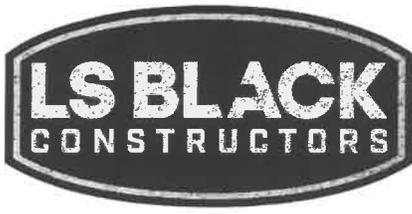
Submitted By: Robert Dew
LS Black Constructors, Inc.

Signed: _____

Signed: _____

Date: _____

Date: _____



Change Order Request

LS Black Constructors, Inc.

Project: 19-6014. / Richfield Dual Language School

To: Taylor Rugroden
ICS

To: Robert Dew
LS Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul, MN 55117

Phone:

Phone:

Fax:

Fax:

Email:

Email: rdew@lsblack.com

Change Order Request # : 36 RFCO Trim Pieces at IDUs RFI 46 CE 53 Date:

Below is the detail for our proposal to complete the following changes in contract work:

- Pending Change Order: PCO - 36 RFCO Trim Pieces at IDUs RFI 46 CE 53
- The prices below are for 30 days and subject to revision if not accepted within 30 days.
- The number of additional days added to total contract duration for completing this work is 3.

Item : 36 RFCO Trim Pieces at IDUs RFI 46 CE 53

Phase	Description	Cost Type	Hours	Rate	Estimated Cost
80-0042-01	RFCO Trim at IDUs RFI 46 CE 53	3 S			28,829.00
		Subtotal Item	36		28,829.00

Cost Type Recap:	Mark up	Amount
3 Subcontractor	5.00%	30,270.45
Subtotal Item		30,270.45

Bond Premium	0.00%	0.00
Insurance	0.00%	0.00
Requested Total For Item	36	30,270.45
Total For Change Order		30,270.45

Approved By: Taylor Rugroden
ICS

Submitted By: Robert Dew
LS Black Constructors, Inc.

Signed: _____

Signed: _____

Date: _____

Date: _____



WEIDNER'S Plumbing and Heating
 29 Wilson Ave NE, St Cloud MN 56304

TO: LS BLACK
ATTN: ROBERT DEW
PROJECT: RICHFIELD DUAL LANGUAGE
DATE: 10/16/19
CO# : RFI 46, UPDATED

CONTACT NAME: ADAM GOEBEL

COST SUMMARY

Description	Cost
Labor Total	\$ 22,315.95
10 % Overhead & Profit	\$ 2,231.60
Labor Total	\$ 24,547.55
Materials & Equipment Total	\$ 3,625.00
Tax on Materials & Equipment Only	\$ 267.53
SubTotal	\$ 3,892.53
10% Overhead & Profit	\$ 389.25
Material & Equipment Total	\$ 4,281.78
Subcontractors	\$ -
5% Overhead & Profit on Subs	\$ -
Subcontractor Total	\$ -
TOTAL COST OF CHANGE	\$ 28,829.00

Labor By Task	Hours	Hourly Cost	Total Cost
			\$ -
Sheetmetal fab	27	\$ 90.90	\$ 2,454.30
Sheetmetal install	216	\$ 90.90	\$ 19,634.40
Overtime	32	\$ 45.45	\$ 1,454.40
CREDIT - install	-13.5	\$ 90.90	\$ (1,227.15)
			\$ -
			\$ -
Sub-Total			\$ 22,315.95
Materials and Equipment By Task	Total Cost		
			\$ -
Color metal			\$ 3,280.00
Misc material			\$ 540.00
CREDIT - color metal			\$ (195.00)
			\$ -
Sub-Total			\$ 3,625.00
Sub-Contractor	Total Cost		
			\$ -
			\$ -
Sub-Total			\$ -



Change Order Request

LS Black Constructors, Inc.

Project: 19-6014. / Richfield Dual Language School

To: Taylor Rugroden
ICS

To: Robert Dew
LS Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul, MN 55117

Phone:

Phone:

Fax:

Fax:

Email:

Email: rdew@lsblack.com

Change Order Request # : 95 PR# 45 Rooftop Equipment Screen Credit Date: 2/5/2020

Below is the detail for our proposal to complete the following changes in contract work:

- Pending Change Order: PCO - 95 PR# 45 Rooftop Equipment Screen Credit
- The prices below are for 30 days and subject to revision if not accepted within 30 days.
- The number of additional days added to total contract duration for completing this work is 0.

Item	Description	
1	PR# 45 Rooftop Equipment Screen Credit	-6,846.32
Total For Change Order		-6,846.32

Approved By: Taylor Rugroden
ICS

Submitted By: Robert Dew
LS Black Constructors, Inc.

Signed: _____

Signed: _____

Date: _____

Date: _____



Change Order Request

LS Black Constructors, Inc.

Project: 19-6014. / Richfield Dual Language School

To: Taylor Rugroden
ICS

To: Robert Dew
LS Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul, MN 55117

Phone:
Fax:
Email:

Phone:
Fax:
Email: rdew@lsblack.com

Change Order Request #: 95 PR# 45 Rooftop Equipment Screen Credit Date: 2/5/2020

Below is the detail for our proposal to complete the following changes in contract work:

- Pending Change Order: PCO - 95 PR# 45 Rooftop Equipment Screen Credit
- The prices below are for 30 days and subject to revision if not accepted within 30 days.
- The number of additional days added to total contract duration for completing this work is 0.

Item : 1 PR# 45 Rooftop Equipment Screen Credit

Phase	Description	Cost Type	Hours	Rate	Estimated Cost
80-0095-04	LS Black Credit for PR# 45	1 L	0.00	0.00	-1,745.00
80-0095-01	JML Credit for PR# 45	3 S			-621.32
80-0095-02	Red Cedar Credit for PR# 45	3 S			-1,980.00
80-0095-03	Central Roofing Credit for PR# 45	3 S			-2,500.00
Subtotal Item 1					-6,846.32

Cost Type Recap:	Mark up	Amount
1 Labor	0.00%	-1,745.00
3 Subcontractor	0.00%	-5,101.32
Subtotal item		-6,846.32

Bond Premium	0.00%	0.00
Insurance	0.00%	0.00

Requested Total For item 1 -6,846.32

Total For Change Order -6,846.32

Approved By: Taylor Rugroden
ICS

Submitted By: Robert Dew
LS Black Constructors, Inc.

Signed: _____

Signed: _____

Date: _____

Date: _____



Richfield Dual Language School Additions and Renovations

Occurrence

COR #

PR-045

Rooftop Equipment Screen Credit

		Unit Rate	Units	Subtotal
Labor				\$ (1,745.28)
Labor	Demo and salvage rooftop screen	\$ 72.72	4	\$ - 290.88
Labor	Demo and salvage rooftop screen	\$ 72.72	4	\$ - 290.88
Labor	Reinstall rooftop screen	\$ 72.72	8	\$ - 581.76
Labor	Reinstall rooftop screen	\$ 72.72	8	\$ - 581.76
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
Materials				\$ -
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
Equipment				\$ -
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
Subcontractors				\$ -
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
Subtotal				\$ (1,745.28)
Labor Markup				\$ -
Materials Markup				\$ -
Equipment Markup				\$ -
Subcontractor Markup				\$ -
Grand Total				\$ (1,745.28)

COMMENTS

None

21130 Chippendale Ave
Farmington, MN 55024
612-444-3025
651-460-3674 (fax)

JML Fabrication, LLC

PR# 45

January 29, 2020

Josh Erickson
LS Black
1959 Sloan Place, Suite 220
St. Paul, MN 55117

Subject: RDLS: PR 045

Dear Josh,

Thank you for the opportunity to quote on your fabrication requirements.
Included in bid:

Labor: \$350
Material: \$100
Finish: \$130
Freight: \$0

Total Credit: -\$621.32 (includes tax).

Please note the following:

- 1) Excludes bond costs and liquidated damages
- 2) Fabrication lead time is effective after approved drawings are received, delays in RFI's, CO's will also delay the fabrication time.
- 3) Drawings are detailed to shop prints per the scope of the project. Detailing is an interpretation of the structural & architectural engineering design. JML is not liable for the accuracy of the design, all drawings must be approved for shop fabrication by the EOR and GC of the project.
- 4) Excludes any field verifications.
- 5) Pricing is subject to material escalation costs. Material is not ordered until draft drawing are submitted and reviewed.
- 6) Terms are: 15% due at contract signing, 15% due once first drawings are submitted. Balance to be paid within 30 days of shipping and invoice submittal.
- 7) Upon acceptance of this bid proposal, it will become a part of JML Fabrication II subcontract (to the GC contract).

If you have any questions, please feel free to contact us.

Ryan Courtney
JML Fabrication, LLC
SBE - DBE - WBENC - MBE - MNDOT- TGE and AWS Certified
www.jmlfabrication.com

PROJECT NAME:

Richfield Dual Language

DATE:

1/31/2020

To:

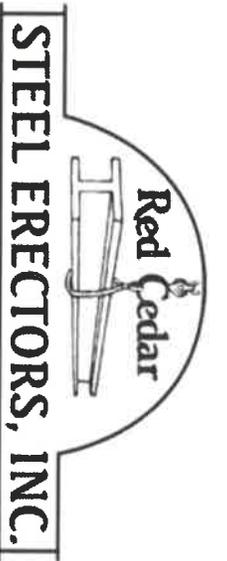
Josh Erickson

Email:

jerickson@slblack.com

Phone:

612.346.3234



COST IMPACT SUMMARY

Cost Impact
Summary
Description:

PR#45

	Description	Quantity	Total Hours	Labor		Total Labor	Equipment		Totals
				Hourly Rate			Type	Total	
1	Credit for not installing roof screen		-16	\$ 112.50					\$ (1,800.00)
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
Subtotal Overhead Profit & Markup Total Contractor Cost with Markup									\$ (1,800.00) \$ (180.00) \$ (1,980.00)
Equipment Supply Total									\$ - \$ - \$ (1,980.00)

Additional Comments:

Josh Erickson

From: Robert Dew
Sent: Tuesday, February 18, 2020 2:32 PM
To: Josh Erickson
Subject: Fwd: RDLS PR 45 Credit

Get [Outlook for iOS](#)

From: Jeremy Stuhr <Jeremys@centralroofing.com>
Sent: Tuesday, February 18, 2020 2:17:03 PM
To: Robert Dew <rdew@lsblack.com>
Subject: RE: RDLS PR 45 Credit

\$2,500 for the posts credit. Can you just deduct this from our recent change order request?

From: Robert Dew <rdew@lsblack.com>
Sent: Monday, February 17, 2020 12:48 PM
To: Jeremy Stuhr <Jeremys@centralroofing.com>
Cc: Josh Erickson <JErickson@LSBlack.com>
Subject: RE: RDLS PR 45 Credit

Jeremy:

For the new screen area detail B5/A5.701 shows a max 15' spacing and based on the layout I would say 5 of those. Regarding capping of the existing posts I count 30 on google earth.



ROBERT DEW, LEED AP BD+C, DBIA
PRESIDENT
P: 651.236.8800 /// C: 651.336.0459



BUILT FOR THE CHALLENGE

From: Jeremy Stuhr <Jeremys@centralroofing.com>
Sent: Monday, February 17, 2020 10:58 AM
To: Robert Dew <rdew@lsblack.com>
Subject: RE: RDLS PR 45 Credit

Just looking for more information, nobody has been able to supply me with it. Drawings don't indicate how many existing screen wall posts.



Change Order Request

LS Black Constructors, Inc.

Project: 19-6014. / Richfield Dual Language School

To: Taylor Rugroden
ICS

To: Robert Dew
LS Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul, MN 55117

Phone:

Phone:

Fax:

Fax:

Email:

Email: rdew@lsblack.com

Change Order Request # :	54	PR #032/42 - Additional MBDs	Date:
--------------------------	----	------------------------------	-------

Below is the detail for our proposal to complete the following changes in contract work:

- Pending Change Order: PCO - 54 PR #032/42 - Additional MBDs
- The prices below are for 30 days and subject to revision if not accepted within 30 days.
- The number of additional days added to total contract duration for completing this work is 0.

Item	Description	
1	PR #032/42 - Additional MBDs	5,505.08
Total For Change Order		5,505.08

Approved By: Taylor Rugroden
ICS

Submitted By: Robert Dew
LS Black Constructors, Inc.

Signed: _____

Signed: _____

Date: _____

Date: _____



Change Order Request

LS Black Constructors, Inc.

Project: 19-6014. / Richfield Dual Language School

To: Taylor Rugroden
ICS

To: Robert Dew
LS Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul, MN 55117

Phone:
Fax:
Email:

Phone:
Fax:
Email: rdew@lsblack.com

Change Order Request # : 54 PR #032/42 - Additional MBDs

Date:

Below is the detail for our proposal to complete the following changes in contract work:

- Pending Change Order: PCO - 54 PR #032/42 - Additional MBDs
- The prices below are for 30 days and subject to revision if not accepted within 30 days.
- The number of additional days added to total contract duration for completing this work is 0.

Item : 1 PR #032/42 - Additional MBDs

Includes PR# 042 Staff Lounge and Music VDB Modifications

Phase	Description	Cost Type	Hours	Rate	Estimated Cost
80-0054-01	LS Black Costs for PR# 32/42	1 L	0.00	0.00	1,894.60
80-0054-02	Tri-State Costs for PR#32/42	3 S			3,348.33
		Subtotal Item	1		5,242.93

Cost Type Recap:

1 Labor
3 Subcontractor

Mark up

5.00%
5.00%

Amount

1,899.33
3,515.75

Subtotal Item

5,505.08

Bond Premium

0.00%

0.00

Insurance

0.00%

0.00

Requested Total For Item

1

5,505.08

Total For Change Order

5,505.08

Approved By: Taylor Rugroden
ICS

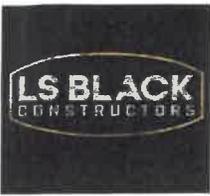
Submitted By: Robert Dew
LS Black Constructors, Inc.

Signed: _____

Signed: _____

Date: _____

Date: _____



Richfield Dual Language School Additions and Renovations

Occurrence
PR-032 & 042

COR #

Additional Marker Boards

		Unit Rate	Units	Subtotal
Labor				\$ 1,722.36
Labor	Demo and salvage 3 extra marker boards	\$ 72.72	1.5	\$ 109.08
Labor	Demo and salvage 3 extra marker boards	\$ 72.72	1.5	\$ 109.08
Labor	Install 7 new marker boards	\$ 72.72	7	\$ 509.04
Carpenter	Install 7 new marker boards	\$ 77.70	7	\$ 543.90
Labor	MBD For PR #042	\$ 72.72	3	\$ 218.16
Carpenter	MBD For PR #042	\$ 77.70	3	\$ 233.10
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
Materials				\$ -
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
Equipment				\$ -
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
Subcontractors				\$ -
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
Subtotal				\$ 1,722.36
Labor Markup				\$ 172.24
Materials Markup				\$ -
Equipment Markup				\$ -
Subcontractor Markup				\$ -
Grand Total				\$ 1,894.60

COMMENTS

None

TRI-STATE SPECIALTIES
PO BOX 1184
Moorhead, MN 56561
(701)5406758
les@tristatespecialties.com

Invoice 4276

BILL TO
LS Black Contractors, INC.
1959 Sloan Place Suite 220
St. Paul, MN 55117

DATE
12/23/2019

PLEASE PAY
\$14,576.09

SALES REP
PS

DESCRIPTION	AMOUNT
Section #10 11 00 - Visual Display Boards	10,442.00
P.R. #032 - Added Marker Boards & Tack Boards	3,114.00
Purchase Order #19-6014.02 Dated 5/2/19	
Extra "Visual Display Boards" Added by Josh	
Extra Accepted Per P.R. #20	
Extra Accepted Per P.R. #32	
Extras Ordered by Bill & Josh	
Project #19-6014	
Richfield Dual Language School 2018 Additions Renovations Richfield, MN	
SUBTOTAL	13,556.00
TAX (7.525%)	1,020.09
TOTAL	14,576.09
TOTAL DUE	\$14,576.09

THANK YOU.

NEW BUSINESS – FOR ACTION

Agenda Item VI.A.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, March 2, 2020

SUBJECT: BID AWARD – Centennial Elementary School – 2020 Asbestos Abatement Project

(Recommended by Superintendent)

That the Board of Education approve the Centennial Elementary School – 2020 Asbestos Abatement Project Bid Award and authorize the administration to enter into contract with Environmental Plant Services (EPS) for \$157,456.00.

Background Information

(Prepared by Craig Holje)

On Tuesday, February 11, 2020, the District received eight (8) bids for the above-referenced project. The District administration along with ICS recommend that the bid be awarded to the lowest responsible bidder, Environmental Plant Services (EPS).

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

February 19, 2020



*Providing Trusted
Health & Safety Solutions*

Board of Education
Richfield Public Schools
7001 Harriet Avenue South
Richfield, MN 55423

**RE: Centennial Elementary School
2020 Asbestos Abatement Project
IEA Project #201911328**

Dear Board Members:

On Tuesday, February 11, 2020, a total of eight (8) sealed bids were received for the Centennial Elementary School – 2020 Asbestos Abatement Project. A copy of the Bid Tabulation is enclosed for your review.

As a result of the bid opening, **Environmental Plant Services (EPS)** is the low bidder for the **Lump Sum Base Bid**.

The post-bid submittal package was received and has been reviewed. The Institute for Environmental Assessment (IEA, Inc.) finds no reason not to award the above-referenced project to EPS.

With the District's approval, IEA will notify EPS, in writing, that Richfield Public Schools has accepted their Lump Sum Base Bid of **\$157,456.00** to conduct work on the above-referenced project.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
IEA, INC.

Michael Voss
Senior Project Manager

MV:mtv 021920

Enc.

INSTITUTE FOR ENVIRONMENTAL ASSESSMENT, INC.
www.ieasafety.com

BROOKLYN PARK
9201 West Broadway, #600
Brooklyn Park, MN 55445
763-315-7900
FAX 763-315-7920
800-233-9513

MANKATO
610 North Riverfront Drive
Mankato, MN 56001
507-345-8818
FAX 507-345-5301
800-233-9513

ROCHESTER
210 Woodlake Drive SE
Rochester, MN 55904
507-281-6664
FAX 507-281-6695
800-233-9513

BRAINERD
601 NW 5th Street, Ste. #4
Brainerd, MN 56401
218-454-0703
FAX 218-454-0703
800-233-9513

MARSHALL
1420 East College Drive
Marshall, MN 56258
507-476-3599
FAX 507-537-6985
800-233-9513

VIRGINIA
5525 Emerald Avenue
Mountain Iron, MN 55768
218-410-9521
FAX 763-315-7920
800-233-9513

**Centennial Elementary School
Spring/Summer 2020 Asbestos Removal**

BID OPENING

IEA Project #201911328

February 11, 2020 at 10:00 a.m.

Contractor	Lump Sum Base Bid	Unit Price #1	Unit Price #2	Unit Price #3	Unit Price #4	Unit Price #5	Unit Price #6	Resp. Contra. Docs	Bid Bond	Construction Schedule
ECCO Midwest	\$172,570.00	\$125.00	\$20.00	\$115.00	\$115.00	\$500.00	\$1,760.00	X	X	X
EnviroBate	\$244,500.00	\$110.00	\$20.00	\$115.00	\$112.00	\$500.00	\$800.00	X	X	X
Titan Environmental	\$191,000.00	\$150.00	\$20.00	\$115.00	\$115.00	\$600.00	\$5,000.00	X	X	X
Dennis Environmental	\$197,721.00	\$110.00	\$35.00	\$110.00	\$111.00	\$400.00	\$3,520.00	X	X	X
EPS	\$157,456.00	\$125.00	\$35.00	\$130.00	\$120.00	\$800.00	\$5,827.00	X	X	X
VCI	\$231,750.00	\$125.00	\$20.00	\$125.00	\$123.00	\$300.00	\$2,500.00	X	X	X
Sterling Systems	\$248,960.00	\$110.00	\$55.00	\$110.00	\$100.00	\$500.00	\$3,000.00	X	X	X
Mavo Systems	\$165,450.00	\$100.00	\$50.00	\$105.00	\$100.00	\$450.00	\$1,450.00	X	X	x



Environmental Plant Services, Inc.

Pre-Job Submittals

2020 SPRING/SUMMER ASBESTOS REMOVAL

Centennial Elementary School

7135 Bloomington Ave. So.

Richfield, MN

February 11, 2020

Job References – Floor Grinding

- 1.) Henry Sibley High School
1897 Delaware Avenue
Mendota Heights, MN 55118
Contact: Mark Felton
Phone: (651) 402-7325

- 2.) Hopkins West Junior High
3830 Baker Road
Minnetonka, MN 55305
Contact: Jeff Goldy
Phone: (952) 988-4263

- 3.) South Central College
1920 Lee Boulevard
North Mankato, MN 56003
Contact: Roxy Traxler
Phone: (507) 389-7470

- 4.) Cosmos Educational Learning Center
320 North Saturn Street
Cosmos, MN 56228
Contact: Nels Onstad
Phone: (320) 244-4700

- 5.) Roseville Middle School
15 East County Road B2
Roseville, MN 55113
Contact: Todd Leiser
Phone: (651) 635-1649

- 6.) Normandale Community College
9700 France Ave. So.
Bloomington, MN 55431
Contact: Phat Buhl
Phone: (952) 358-8595

Minnesota Department of Health

Asbestos Contractor License

License Number: AC719

Issued on: November 15, 2019

To:

Environmental Plant Services, Inc.

2315 Hampden Ave

St. Paul, Minnesota 55114-

Responsible Individual: Roger E. Dokken

This license is valid from December 16, 2019 to December 15, 2020.

Pursuant to Minnesota Statutes, section 144.99, this license may be suspended or revoked for failure to conduct asbestos-related work in compliance with applicable regulations.

Asbestos-related work must be conducted according to Minnesota Statutes, sections 326.70 to 326.81 and Minnesota Rules, parts 4620.000 to 4620.3724.



Thomas P. Hogan, Director
Environmental Health Division



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Don Turner Northern Capital Insurance Gp P.O. Box 9396 Minneapolis, MN 55440-9396 Donald T. Turner	CONTACT NAME: Judy Jorissen PHONE (A/C, No, Ext): 952-996-8822 E-MAIL ADDRESS: judyj@ncapins.com	FAX (A/C, No): 952-829-0482													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Starr Surplus Lines</td> <td>NAIC#13604</td> </tr> <tr> <td>INSURER B : Starr Indemnity & Liab. #38318</td> <td></td> </tr> <tr> <td>INSURER C : The Hanover Insurance Group</td> <td>22306</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Starr Surplus Lines	NAIC#13604	INSURER B : Starr Indemnity & Liab. #38318		INSURER C : The Hanover Insurance Group	22306	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Starr Surplus Lines	NAIC#13604														
INSURER B : Starr Indemnity & Liab. #38318															
INSURER C : The Hanover Insurance Group	22306														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Environmental Plant Services Inc. 2315 Hampden Ave St. Paul, MN 55114-1264															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			1000066280181	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS90			1000198933171	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			1000336944181	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N / A	1000002305	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liab			1000198933171	07/01/2019	07/01/2020	1,000,000 Ded.\$2500
C	Leased/Rented Eqpm			IHX D617607-00	07/01/2019	07/01/2020	Limit 612,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

TOWHOMI	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Environmental Plant Services, Inc.

Subcontractor:

Boiler Demolition

**Buzzards, Inc.
9546 East 240th Street
Webster, MN 55088**

**Owner: Ed Ritterath
Phone: (612) 369-7593**



BIDDER QUALIFICATION STATEMENT – 2/11/20

TERMINATED PROJECTS

Environmental Plant Services, Inc. or any agents of the company are not involved with any civil or criminal action or arbitration involving terminated work or lack of performances for any projects.

LIQUIDATED DAMAGES

Environmental Plant Services, Inc. has never been required to pay liquidated or actual damages for failure to meet a project schedule.

FINES AND CITATIONS

Environmental Plant Services, Inc. did receive a citation and fine for OSHA in the year 2019 as per the attached.

Environmental Plant Services, Inc.

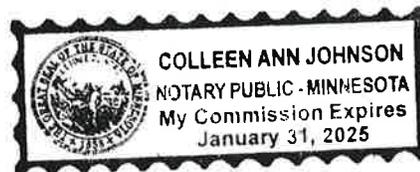
Notary:

Roger Dokken

Colleen Johnson 2/11/2020

Project Manager: Roger Dokken

Name: Colleen Johnson



U.S. Department of Labor
Occupational Safety and Health Administration

Inspection Number: 1399047
Inspection Date(s): 05/07/2019 - 05/07/2019
Issuance Date: 10/10/2019



Citation and Notification of Penalty

Company Name: Environmental Plant Services, dba EPS
Inspection Site: 1711 Stewart Avenue, Wausau, WI 54401

Citation 1 Item 1 Type of Violation: **Serious**

29 CFR 1910.134(g)(1)(i)(A): The employer shall not permit respirators with fit-fitting facepieces to be worn by employees who have: Facial hair that comes between the sealing surface of the facepiece and the face or that interferes with valve function (Construction Reference 1926.1101(h)(2)(i):

a) On May 7, 2019, an employee with 3 day facial hair growth was wearing a half mask cartridge respirator. The employee was required to wear respiratory protection while removing asbestos containing floor tile by mechanical means within a negative pressure enclosure.

Date By Which Violation Must be Abated:
Proposed Penalty:

11/08/2019
\$2046.00

A handwritten signature in black ink that reads "Robert J. Bonack". The signature is written in a cursive style and is positioned above a horizontal line.

Robert J. Bonack
Area Director

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

NEW BUSINESS – FOR ACTION

Agenda Item VI.B.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, March 2, 2020

SUBJECT: BID AWARD – Richfield Middle School – 2020 Asbestos Abatement Project

(Recommended by Superintendent)

That the Board of Education approve the Richfield Middle School – 2020 Asbestos Abatement Project Bid Award and authorize the administration to enter into contract with EnviroBate, Inc. for \$218,700.00.

Background Information

(Prepared by Craig Holje)

On Tuesday, February 18, 2020, the District received six (6) bids for the above-referenced project. The District administration along with ICS recommend that the bid be awarded to the lowest responsible bidder, EnviroBate, Inc. for the amount of \$218,700.00.

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

February 19, 2020



*Providing Trusted
Health & Safety Solutions*

Board of Education
Richfield Public Schools
7001 Harriet Avenue South
Richfield, MN 55423

**RE: Richfield Middle School
2020 Asbestos Abatement Project
IEA Project #202010042**

Dear Board Members:

On Tuesday, February 18, 2020, a total of six (6) sealed bids were received for the Richfield Middle School – 2020 Asbestos Abatement Project. A copy of the Bid Tabulation is enclosed for your review.

As a result of the bid opening, **EnviroBate** is the low bidder for the **Lump Sum Base Bid**.

The post-bid submittal package was received and has been reviewed. The Institute for Environmental Assessment (IEA, Inc.) finds no reason not to award the above-referenced project to EnviroBate.

With the District's approval, IEA will notify EnviroBate, in writing, that Richfield Public Schools has accepted their Lump Sum Base Bid of **\$218,700.00** to conduct work on the above-referenced project.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
IEA, INC.

Michael Voss
Senior Project Manager

MV:mtv 021920

Enc.

INSTITUTE FOR ENVIRONMENTAL ASSESSMENT, INC.
www.ieasafety.com

BROOKLYN PARK
9201 West Broadway, #600
Brooklyn Park, MN 55445
763-315-7900
FAX 763-315-7920
800-233-9513

MANKATO
610 North Riverfront Drive
Mankato, MN 56001
507-345-8818
FAX 507-345-5301
800-233-9513

ROCHESTER
210 Woodlake Drive SE
Rochester, MN 55904
507-281-6664
FAX 507-281-6695
800-233-9513

BRAINERD
601 NW 5th Street, Ste. #4
Brainerd, MN 56401
218-454-0703
FAX 218-454-0703
800-233-9513

MARSHALL
1420 East College Drive
Marshall, MN 56258
507-476-3599
FAX 507-537-6985
800-233-9513

VIRGINIA
5525 Emerald Avenue
Mountain Iron, MN 55768
218-410-9521
FAX 763-315-7920
800-233-9513

**Richfield Middle School
Spring/Summer 2020 Asbestos Removal**

BID OPENING

IEA Project #202010042

February 18, 2020 at 10:00 a.m.

Contractor	Lump Sum Base Bid	Unit Price #1	Unit Price #2	Unit Price #3	Unit Price #4	Unit Price #5	Unit Price #6	Resp. Contra. Docs	Bid Bond	Construction Schedule
Dennis Environmental	\$284,000.00	\$110.00	\$25.00	\$115.00	\$112.00	\$500.00	\$10.00	X	X	X
VCI	\$243,147.00	\$125.00	\$18.00	\$125.00	\$123.00	\$400.00	\$5.00	X	X	X
EnviroBate	\$218,700.00	\$100.00	\$15.00	\$115.00	\$113.00	\$500.00	\$25.00	X	X	X
Sterling Systems	\$389,580.00	\$85.00	\$55.00	\$110.00	\$95.00	\$450.00	\$1.00	X	X	X
Titan Environmental	\$228,000.00	\$110.00	\$16.00	\$115.00	\$115.00	\$600.00	\$20.00	X	X	X
Mavo Systems	\$238,450.00	\$125.0	\$45.00	\$115.00	\$112.00	\$500.00	\$40.00	X	X	x

Minnesota Department of Health

Asbestos Contractor License

License Number: AC360

Issued on: October 3, 2019

To:

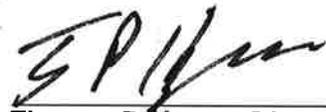
EnviroBate, Inc.
3301 E 26th St
Minneapolis, Minnesota 55406-

Responsible Individual: Kevin R. Johnson

This license is valid from October 14, 2019 to October 13, 2020.

Pursuant to Minnesota Statutes, section 144.99, this license may be suspended or revoked for failure to conduct asbestos-related work in compliance with applicable regulations.

Asbestos-related work must be conducted according to Minnesota Statutes, sections 326.70 to 326.81 and Minnesota Rules, parts 4620.000 to 4620.3724.



Thomas P. Hogan, Director
Environmental Health Division



ENVIROBATE®

February 10, 2020

Authorized Personnel List for East Middle School Project

1. Rob King, President- EnviroBate, Cell (612) 363-6999/Direct (612) 276-9213, RKing@envirobate.com, 3301 East 26th ST Minneapolis, MN 55406
2. Sabrina Tonn, Project Coordinator- EnviroBate, 612-276-9206, stonn@envirobate.com, 3301 East 26th ST Minneapolis, MN 55406
3. Kevin Johnson, Construction Manager- EnviroBate, Cell (651) 206-3213, KJohnson@envirobate.com, 3301 East 26th ST Minneapolis, MN 55406
4. Mark Zoia, COO-EnviroBate, MZoia@envirobate.com, Direct 612-276-9209, 3301 East 26th ST Minneapolis, MN 55406

MINNEAPOLIS-HEADQUARTERS

3301 East 26th Street, Minneapolis, MN 55406
Phone: (612) 729-1080 | Fax: (612) 729-1021

1-800-926-1776

www.envirobate.com

An Equal Opportunity Employer

ROCHESTER OFFICE

1312¹/₂ 7th Street NW, #205, Rochester, MN 55901
Phone: (507) 780-1900 | Fax: (507) 780-1901



Casey Block
3301 E 26th St
Minneapolis, MN 55406
612-729-1080

Title: Abatement Site Supervisor

Casey has been an Abatement Site Supervisor for 22 years and has been in the abatement industry for 27 years. He is trained and knowledgeable in the application of asbestos regulations and work practices through his certifications and work experience.

Casey has been responsible for the completion of many abatement projects over the years. His projects have been completed on time and on budget. These are a few of the projects he has supervised.

<u>Project</u>	<u>Size & Timeframe</u>
New Prague School	Crew of 13 for 6 weeks
Star Tribune	Crew of 25 for 4 weeks
Prospect Park	Crew of 12 for 3 weeks

Casey holds the following certifications:

- MN Asbestos Supervisor Hard Card
- WI Asbestos Supervisor Hard Card
- ND Asbestos
- Pro-10
- Air Sampling
- Hazwopper



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CONSTRUCTION LABORERS EDUCATION, APPRENTICESHIP AND TRAINING FUND OF MINNESOTA AND NORTH DAKOTA
2350 Main Street · Lino Lakes, MN 55038 · (651) 653-6710

This certifies that
CASEY BLOCK

has satisfactorily completed the required training and skills as prescribed by the Construction Laborers Education, Apprenticeship and Training Fund of Minnesota and North Dakota in
Asbestos Contractor Supervisor Refresher *11/27/2019 - 11/27/2019*

*This course is permitted by the State of MN under Minn Rules 4620.3702 to 4620.3722.
Complies with TITLE II/SEC.206/TSCA*

In testimony thereof I have affixed my signature on this 27 day of November, 2019

Certificate # 1127191898

Expiration Date: 11/27/2020

Training Instructor **Matt Johnson**

Lino Lakes, Minnesota




ASBESTOS SITE SUPERVISOR
 Certified by State of Minnesota Department of Health
 Expires: 11/27/2020
 Casey L. Block
 850 5th Ave S
 South St Paul, MN 55075

Casey L. Block
 Director, Env. Health Div. No AS1198 Issued 12/18/2019



ENVIROBATE®



Gary Eggen
3301 E 26th St
Minneapolis, MN 55406
612-729-1080

Title: Abatement Site Supervisor

Gary has been an Abatement Site Supervisor for 25 years and has been in the abatement industry for 27 years. He is trained and knowledgeable in the application of asbestos regulations and work practices through his certifications and work experience.

Gary has been responsible for the completion of many abatement projects over the years. His projects have been completed on time and on budget. These are a few of the projects he has supervised.

<u>Project</u>	<u>Size & Timeframe</u>
22 on the River	Crew of 20 for 8 weeks
Embassy Suites	Crew of 30 for 4 weeks
U of MN Duluth-Stadium Apt	Crew of 16 for 12 weeks

Gary holds the following **certifications**:

- MN Asbestos Supervisor Hard Card
- WI Asbestos Supervisor Hard Card
- Pro-10
- Lead card
- Air Sampling
- OSHA 10
- OSHA 30



ENVIROBATE®



Greg Garcia

3301 E 26th St
Minneapolis, MN 55406
612-729-1080

Title: Abatement Site Supervisor

Greg has been an Abatement Site Supervisor for 10 years and has been in the abatement industry for 12 years. He is trained and knowledgeable in the application of asbestos regulations and work practices through his certifications and work experience.

Greg has been responsible for the completion of many abatement projects over the years. His projects have been completed on time and on budget. These are a few of the projects he has supervised.

<u>Project</u>	<u>Size & Timeframe</u>
Houston Public Schools	Crew of 10 for 8 weeks
Huntington Apartments	Crew of 6 for 4 weeks
Goodwill	Crew of 6 for 3 weeks

Greg holds the following certifications:

- MN Asbestos Supervisor Hard Card
- WI Asbestos Supervisor Hard Card
- Pro-10
- Air Sampling



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CONSTRUCTION LABORERS EDUCATION, APPRENTICESHIP AND TRAINING FUND OF MINNESOTA AND NORTH DAKOTA
2350 Main Street · Lino Lakes, MN 55038 · (651)653-6710



m ASBESTOS
DEPARTMENT OF HEALTH SITE
Certified by **SUPERVISOR**
State of Minnesota
Department of Health
Expires: 10/11/2020
Gregory A Garcia
297 Moreland Cir
West St Paul, MN 55118

[Signature]
Director, Env. Health Div. No AS9522 Issued: 10/29/2019

This certifies that
GREGORY GARCIA

has satisfactorily completed the required training and skills as prescribed by the Construction Laborers Education, Apprenticeship and Training Fund of Minnesota and North Dakota in
Asbestos Contractor Supervisor Refresher *10/11/2019 - 10/11/2019*

*This course is permitted by the State of MN under Minn Rules 4620.3702 to 4620.3722.
Complies with TITLE II/SEC.206/TSCA*

In testimony thereof I have affixed my signature on this 11 day of October, 2019

Certificate # 1011198465

[Signature]

Training Instructor **Matt Johnson**
Lino Lakes, Minnesota

Expiration Date: 10/11/2020





ENVIROBATE®

JOB REFERENCES ASBESTOS

Lexington Leased Housing Associates 2905 Northwest BLVD, Suite 150 Plymouth, MN 55441	Started: October 2018 Completed: December 2018 Contact: Logan Schmidt Owner: Lexington Leased Housing Associates 4175 Lovell Road Lexington, MN 55014 Architect: Braun Intertec Derek Schiling	\$183,600.00 (763)392-9811 (612) 770-0069	Removal of all asbestos material- pipe insulation, VAT and mastic, window glazing
Blue Earth County Government CTR 410 South 5th Street Mankato, MN 56002	Started: January 2019 Completed: August 2019 Contact: Tim Edwards Owner: Blue Earth County 204 South 5th ST Mankato, MN 56002 Architect: IEA, Inc. Ben Olsen	\$155,637.00 (507) 304-4100 (507) 345-8818	Removal of ACM flooring, bead blasting and removal of TSI
2121 Minnehaha Project 2121 Minnehaha Ave Minneapolis, MN 55404	Started: January 2019 Completed: June 2019 Contact: Kristel Fierro Owner: MPHA 1001 Washington Ave N Minneapolis, MN 55401	\$214,500.00 (507) 457-5048	Remove and dispose of asbestos and all debris from tile, sheetrock and shower surround removal

EnviroBate Qualification

Company Information

S-Corporation

Incorporated since 1991
In business since 1989
Fed ID: 41-1702783
State ID: 1402262
DUNS #: 78-602-4562
SWIFT: 091017471
MN Secretary of State File No.: 7D-369

Employees

85 full time (14 admin, 15 field supervisor, 30 field)
0 part time
Turnover rate: 15%
Journeyman to Apprentice: 3:1
Field Supervision to EE: 1:3

Type of work performed

Asbestos abatement, selective demolition, lead and mold remediation, HVAC/duct cleaning, and other specialty cleaning

Union Agreements

Local #	Name	Trade	Agreement Expiration Date
563	MN Laborers	General	04-30-2022
563	MN Laborers	Environmental	12-31-2020

Certificates

WBE thru WBENC – 2005122283 – Exp 5/31/20
S/WBE thru CERT – 20111167 – Exp 3/3/22
TG-ED thru Admin MN– Re-Certified on 2-25-19

Officers & Officials:

Heidi Ann Weaver, CEO & 51% Co-Owner (holding over 20% stock)
Mark Anthony Zoia, COO & 49% Co-Owner (holding over 20% stock)
Jody Harrison, CFO
Robert King, President

Project References:

Plymouth Building	Ryan Companies, Jon Wolff	952-288-2000	\$2,400,000
Star Tribune	Ryan Companies, Brad Whitmore	612-492-4000	\$1,500,000
22 on the River	22 on the River LLC, Robert Kueppers	612-332-2561	\$1,200,000
UofM Duluth-Stad Apts	U of M, Sean Gabor	612-625-7547	\$840,000
Valspar	Valspar, Jackie Barret	612-851-7841	\$700,000

Bonding Info

Pate Bonding
Jonathan Pate
1276 S Robert St
West St Paul, MN 55118
Phone: 651-457-6842
Bonding Rate: 0.075%
A.M. Best Rating for Granite RE, Inc. is A- (Excellent)
Capacity
 Single limit: \$3,000,000.00
 Aggregate limit: \$6,000,000.00

Vendor References

Essco Corporation
Chad Stevenson
1445 Brookville Way, Indianapolis IN 46239
Account E00086
Phone: 317-322-5200
Fax: 317-322-5205

AramSCO, Inc.
Cheree Galbraith-Hart
1201 Gateway Drive, Elgin IL 60123
Account EN0650
Phone: 856-686-7752
Fax: 856-686-7247

Amerisafe
Mike Strahler
3990 Enterprise Court, Aurora IL 60504
Account 403301
Phone: 630-862-2650
Fax: 630-862-2684

Trade Organizations:

Associate of Women Contractors
Indoor Air Quality Association
WBENC; S-WBE
NADCA
MECA

Insurance Information

Crum and Forster Western National Mutual Ins Co General Liability
 General Aggregate Limit Amount: 1,000,000.00
 General Liability – Each Occurrence Limit Amount: 1,000,000.00
 Automobile Liability – Each Accident Limit Amount: 1,000,000.00
 Excess/Umbrella Liability – Each Occurrence Limit: 6,000,000.00
 Workers Comp and Employer's Liability – Each Accident Limit: 1,000,000.00
 Workers Comp and Employer's Liability – Disease Each Employee: 1,000,000.00
 Workers Comp and Employer's Liability – Disease Policy Limit: 1,000,000.00

Safety Information

States we are licensed in for abatement

MN – AC360 – Exp 10/13/20

ND – ND409 – Exp 12/31/20

WI – CAP-13080 – Exp 8/1/20

MI – C41919 – Exp 9/30/20

Lead MN LF134

EMR & OSHA 300/300A

EMR (Policy date Nov 1):

2016-2017 0.75

2017-2018 1.01

2018-2019 1.00

Litigation and Arbitration

Company **is not** part of civil or criminal action involving asbestos related work, and does not have any arbitration proceedings involving asbestos related work

Liquidated Damages

Company **has not** been charged liquidated damages in the last five years for not meeting work deadlines.

Fines and Citations:

Company **has not** had any willful or repeated safety citations within the last five years.

Project Supervisors

Gary Eggen - Abatement Site Supervisor, 27 years asbestos experience, 25 years supervisor experience

Greg Garia -Abatement Site Supervisor, 14 years asbestos experience, 12 years supervisor experience

Keith Poetsch - Abatement Site Supervisor, 30 years asbestos experience, 25 years supervisor experience

Casey Block - Abatement Site Supervisor, 27 years asbestos experience, 22 years supervisor experience



Heidi Weaver, CFO

WORK CONTINGENCY PLAN

Work schedule will proceed as per Construction Schedule in IEA project manual and Envirobate bid. EnviroBate will coordinate with the Architect if progress is not meeting the construction schedule.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kraus-Anderson Insurance 420 Gateway Blvd Burnsville MN 55337	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): 952-707-8200 E-MAIL ADDRESS: certificates@kainsurance.com	FAX (A/C, No): 952-890-0535	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED EnviroBate, Inc. 3301 East 26th Street Minneapolis MN 55406	ENVIINC-02	INSURER A : Western National Mutual Insura	15377
		INSURER B : Crum & Forster Specialty Ins Company	44520
		INSURER C :	
		INSURER D :	
		INSURER E :	

COVERAGES

CERTIFICATE NUMBER: 986300236

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			EPK-128941	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPP 1002351	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EFX-113974	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV 1000213	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liability Claims Made Basis			EPK-128941	11/1/2019	11/1/2020	Pollution Each Act \$ 1,000,000 General Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Informational & Bidding Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, March 2, 2020

Subject: Annual Budget Revision 2019-2020

Recommended by the Superintendent that the Board of Education approve the revised budget as presented.

Background

(Prepared by Craig Holje and James Gilligan)

Attached is a copy of the 2019-2020 revised budget for your review and approval. The revised budget provides updated amounts for revenues and expenditures based on changes in enrollment and programming.

Net revenue is up \$941,744 in the general fund from \$66,643,022 to \$67,584,766. Net expenditures are expected to be reduced by \$418,346 from \$66,412,671 to \$65,994,325.

Major adjustments to the budget account for an increase in enrollment from what was projected in our budgetary projections, increases in projected special education funding associated with updated tuition projections, updated staffing as well as a reduction in supplies budgets identified in the audit process. The net impact is a benefit of \$1,360,090 to the general fund budget for the current fiscal year, resulting in a total projected general fund balance increase of \$1,590,441 from FY19 to FY20.

More details on these and other changes will be presented at the board meeting.



REVENUE GENERAL FUND

REVENUE CATEGORIES	Actual June 30, 2018	Actual June 30, 2019	Adopted Budget	Revised Budget	Increase or (Decrease)	YTD December 31, 2019	Budget Remaining	YTD December 31, 2019	YTD December 31, 2018	YTD December 31, 2017	YTD December 31, 2018	YTD December 31, 2017
								% of Budget Received	% of Actuals Received	% of Actuals Received		
STATE	46,142,115	46,183,093	44,607,274	45,707,241	1,099,967	11,928,423	32,678,851	26.7%	26.2%	28.0%	12,112,759	12,935,714
FEDERAL	2,251,486	2,098,367	2,517,148	2,331,624	(185,524)	(2,400)	2,519,548	-0.1%	38.3%	0.0%	802,722	(86)
PROPERTY TAXES	13,100,376	16,524,053	18,205,157	18,205,157	-	17,904,329	300,828	98.3%	48.3%	45.9%	7,983,435	6,011,738
LOCAL (FEES, INTEREST, ETC.)	1,593,961	1,617,985	1,313,443	1,340,744	27,301	674,831	638,612	51.4%	36.4%	36.0%	588,754	573,030
TOTALS	63,087,938	66,423,498	66,643,022	67,584,766	941,744	30,505,183	36,137,839	45.8%	32.3%	30.9%	21,487,670	19,520,396

EXPENDITURES GENERAL FUND

OBJECT SERIES	Actual June 30, 2018	Actual June 30, 2019	Adopted Budget	Revised Budget	Increase or (Decrease)	YTD December 31, 2019	Budget Remaining	YTD December 31, 2019	YTD December 31, 2018	YTD December 31, 2017	YTD December 31, 2018	YTD December 31, 2017
								% of Budget Expended	% of Actuals Expended	% of Actuals Expended		
SALARIES & WAGES	35,160,099	37,176,269	37,899,182	37,689,481	(209,701)	13,865,046	24,034,136	36.6%	37.9%	37.0%	14,078,597	13,007,505
EMPLOYEE BENEFITS	12,323,981	13,518,960	13,639,093	13,606,495	(32,598)	5,565,739	8,073,354	40.8%	39.4%	42.8%	5,326,103	5,278,745
PURCHASED SERVICES	9,046,327	8,172,079	9,210,948	9,392,979	182,031	3,477,439	5,733,509	37.8%	42.2%	41.6%	3,447,737	3,762,912
SUPPLIES	2,237,813	2,527,483	3,555,249	2,950,809	(604,440)	1,417,117	2,138,132	39.9%	48.2%	42.5%	1,218,071	951,821
EQUIPMENT	2,319,661	2,581,571	1,971,269	2,176,821	205,552	1,871,429	99,840	94.9%	77.3%	72.4%	1,995,496	1,680,145
OTHER EXPENDITURES	401,293	315,303	136,930	177,740	40,810	72,011	64,919	52.6%	23.8%	17.5%	74,972	70,348
TOTALS	61,489,173	64,291,665	66,412,671	65,994,325	(418,346)	26,268,781	40,143,890	39.6%	40.7%	40.3%	26,140,976	24,751,476

PROGRAM SERIES

PROGRAM SERIES	Actual June 30, 2018	Actual June 30, 2019	Adopted Budget	Revised Budget	Increase or (Decrease)	YTD December 31, 2019	Budget Remaining	YTD December 31, 2019	YTD December 31, 2018	YTD December 31, 2017	YTD December 31, 2018	YTD December 31, 2017
								% of Budget Expended	% of Actuals Expended	% of Actuals Expended		
SITE ADMINISTRATION	1,869,485	1,853,501	1,914,365	2,041,369	127,004	1,002,480	911,885	52.4%	49.4%	48.8%	915,403	912,004
DISTRICT ADMINISTRATION	821,301	836,390	860,810	870,152	9,342	414,063	446,747	48.1%	49.6%	51.0%	414,768	418,587
SUPPORT SERVICES	2,282,535	2,138,022	2,048,377	1,975,507	(72,870)	1,298,052	750,325	63.4%	57.1%	61.1%	1,221,444	1,394,511
REGULAR INSTRUCTION	25,535,479	27,939,635	27,910,903	28,057,670	146,767	9,802,224	18,108,679	35.1%	34.8%	35.8%	9,727,071	9,132,405
EXTRA-CURRICULAR ACTIVITIES	1,166,534	1,240,925	1,470,260	1,402,627	(67,633)	526,463	943,797	35.8%	40.3%	39.2%	500,251	457,771
VOCATIONAL INSTRUCTION	439,097	473,959	452,315	431,526	(20,789)	155,579	296,736	34.4%	33.7%	26.0%	159,818	114,374
SPECIAL EDUCATION	11,823,369	12,130,842	12,829,441	12,357,734	(471,707)	4,491,217	8,338,224	35.0%	37.0%	36.3%	4,488,004	4,288,276
INSTRUCTIONAL SUPPORT	4,179,137	4,549,255	5,011,990	4,925,444	(86,546)	2,891,091	2,120,899	57.7%	64.5%	57.0%	2,933,208	2,383,191
PUPIL SUPPORT SERVICES	6,071,235	6,291,515	6,653,562	6,713,077	59,515	2,840,256	3,813,306	42.7%	41.2%	36.6%	2,593,609	2,222,690
FACILITIES	7,067,161	6,614,346	6,985,648	6,987,219	1,571	2,619,702	4,365,946	37.5%	44.8%	43.9%	2,964,125	3,105,202
OTHER FINANCING USES	233,841	223,275	275,000	232,000	(43,000)	227,654	47,346	82.8%	100.0%	137.9%	223,275	322,465
TOTALS	61,489,173	64,291,665	66,412,671	65,994,325	(418,346)	26,268,781	40,143,890	39.6%	40.7%	40.3%	26,140,976	24,751,476



ACTIVITY - OTHER FUNDS

	Actual June 30, 2018	Actual June 30, 2019	Adopted Budget	Revised Budget	Increase or (Decrease)	YTD December 31, 2019	Budget Remaining	YTD December 31, 2019 % of Budget Received	YTD December 31, 2018 % of Actuals Received	YTD December 31, 2017 % of Actuals Received	YTD December 31, 2018	YTD December 31, 2017
REVENUE												
FOOD SERVICE	2,768,890	2,838,335	2,838,000	2,854,000	16,000	943,450	1,894,550	33.2%	36.6%	35.1%	1,039,652	971,577
COMMUNITY EDUCATION	2,155,483	1,942,646	2,173,728	2,110,277	(63,451)	1,063,844	1,109,884	48.9%	35.1%	38.0%	682,092	819,461
CONSTRUCTION FUND	120,108,147	3,044,448	1,000,000	1,100,000	100,000	(545,391)	1,545,391	-54.5%	15.1%	0.0%	459,788	-
DEBT SERVICE	4,146,088	8,713,849	8,502,284	8,502,284	-	8,402,710	99,574	98.8%	51.3%	43.5%	4,467,029	1,802,701
TRUST	60,368	48,199	46,500	46,500	-	39,904	6,596	85.8%	74.7%	79.1%	36,018	47,774
INTERNAL SERVICE - HEALTH INS.	6,797,915	7,314,681	6,790,000	7,025,000	235,000	2,701,512	4,088,488	39.8%	34.8%	40.7%	2,544,072	2,766,807
INTERNAL SERVICE - DENTAL INS.	505,962	534,362	519,750	531,000	11,250	201,976	317,774	38.9%	35.0%	38.3%	186,984	193,578
OPEB - IRREVOCABLE TRUST	115,612	203,285	150,000	150,000	-	(98,580)	248,580	-65.7%	34.0%	-70.5%	69,105	(81,511)
OPEB DEBT SERVICE	989,701	786,209	818,323	818,323	-	809,370	8,953	98.9%	22.8%	45.8%	179,104	453,177

	Actual June 30, 2018	Actual June 30, 2019	Adopted Budget	Revised Budget	Increase or (Decrease)	YTD December 31, 2019	Budget Remaining	YTD December 31, 2019 % of Budget Received	YTD December 31, 2018 % of Actuals Received	YTD December 31, 2017 % of Actuals Received	YTD December 31, 2018	YTD December 31, 2017
EXPENDITURES												
FOOD SERVICE	2,694,977	2,736,818	2,592,341	2,838,588	246,247	1,275,595	1,316,746	49.2%	42.8%	40.8%	1,170,620	1,100,329
COMMUNITY EDUCATION	1,691,956	1,888,985	2,168,010	1,961,978	(206,032)	848,110	1,319,900	39.1%	41.1%	39.6%	776,370	670,808
CONSTRUCTION FUND	2,689,537	13,650,859	52,983,255	53,039,030	55,775	32,807,939	20,175,316	61.9%	17.2%	0.0%	2,352,058	-
DEBT SERVICE	10,535,851	7,967,443	8,105,038	8,105,038	-	2,453,469	5,651,569	30.3%	27.0%	4.0%	2,150,149	419,544
TRUST	48,713	41,908	46,500	46,500	-	47,551	(1,051)	102.3%	101.6%	96.8%	42,584	47,150
INTERNAL SERVICE - HEALTH INS.	5,739,072	6,941,796	6,757,020	7,001,080	244,060	3,496,344	3,260,676	51.7%	51.3%	50.3%	3,562,947	2,886,873
INTERNAL SERVICE - DENTAL INS.	518,742	529,293	539,049	528,000	(11,049)	256,242	282,807	47.5%	49.6%	44.4%	262,577	230,413
OPEB - IRREVOCABLE TRUST	917,335	498,893	735,250	735,250	-	-	735,250	0.0%	0.0%	0.0%	-	-
OPEB DEBT SERVICE	1,023,142	789,125	783,000	783,000	-	204,250	578,750	26.1%	26.6%	20.7%	209,800	212,258

SUMMARY - ALL FUNDS

	Actual June 30, 2018	Actual June 30, 2019	Adopted Budget	Revised Budget	Increase or (Decrease)	YTD December 31, 2019	Budget Remaining	YTD December 31, 2019 % of Budget Received	YTD December 31, 2018 % of Actuals Received	YTD December 31, 2017 % of Actuals Received	YTD December 31, 2018	YTD December 31, 2017
SUMMARY												
REVENUE	200,736,105	91,849,511	89,481,607	90,722,150	1,240,543	44,023,978	45,457,629	49.2%	33.9%	13.2%	31,151,514	26,493,960
EXPENDITURES	87,348,498	99,336,785	141,122,134	141,032,789	(89,345)	67,658,281	73,463,853	47.9%	36.9%	37.4%	36,668,081	32,670,909
SPENDING VARIANCE	113,387,607	(7,487,275)	(51,640,527)	(50,310,639)	1,329,888	(23,634,303)	(28,006,224)	45.8%	73.7%	-5.4%	(5,516,567)	(6,176,949)



REVENUE SUMMARY - BY MAJOR CATEGORY

YTD December 31, 2019

THIS REPORT SUMMARIZES REVENUE BY MAJOR CATEGORY AND SOURCE CODE

GENERAL FUND									ADOPTED			ACTIVE BUDGET			BUDGET ANALYSIS			FORECAST 5 +	
Source Code	Description	June 30, 2018	June 30, 2019	Adopted Budget	Revised Budget	Increase or (Decrease)	YTD December 31, 2019	Budget Remaining	December 31, 2019	December 31, 2018	December 31, 2017	Current YTD vs. Prior YTD	Budget \$ Change from Prior Yr Actual	Budget % Change from Prior Yr Actual	YTD December 31, 2018	YTD December 31, 2017			
STATE AID																			
201	PERMANENT SCHOOL TRUST FUND	166,829	181,669	168,263	195,075	26,812	94,340	73,923	56.07%	46.31%	49.10%	10,208	(13,406)	-7.38%	84,132	81,912			
211	BASIC FORMULA	26,838,323	26,687,809	25,317,703	27,004,278	1,686,575	11,749,258	13,568,445	46.41%	45.69%	47.99%	(444,848)	(1,370,106)	-5.13%	12,194,106	12,879,011			
211	OPERATING CAPITAL	595,692	608,543	523,488	536,689	13,201	-	523,488	0.00%	0.00%	0.00%	-	(85,055)	-13.98%	-	-			
211	AREA LEARNING CENTER	1,189,219	1,113,261	1,347,140	1,252,140	(95,000)	-	1,347,140	0.00%	0.00%	0.00%	-	233,879	21.01%	-	-			
211	STAFF DEVELOPMENT	588,327	577,987	572,845	584,061	11,216	-	572,845	0.00%	0.00%	0.00%	-	(5,142)	-0.89%	-	-			
211	BASIC SKILLS - COMPENSATORY	7,000,885	7,090,339	6,220,067	6,332,460	112,393	-	6,220,067	0.00%	0.00%	0.00%	-	(870,272)	-12.27%	-	-			
211	ALTERNATIVE LEARNING PROG	441,329	322,225	242,487	350,000	107,513	-	242,487	0.00%	0.00%	0.00%	-	(79,738)	-24.75%	-	-			
211	BASIC SKILLS - EXTENDED TIME	105,811	219,786	192,727	196,804	4,077	-	192,727	0.00%	0.00%	0.00%	-	(27,059)	-12.31%	-	-			
211	LEARNING & DEVELOPMENT	1,010,785	959,205	898,879	920,181	21,302	-	898,879	0.00%	0.00%	0.00%	-	(60,326)	-6.29%	-	-			
211	GIFTED & TALENTED	61,799	59,520	57,836	58,969	1,133	-	57,836	0.00%	0.00%	0.00%	-	(1,684)	-2.83%	-	-			
212	LITERACY INCENTIVE AID	214,210	200,506	200,506	180,000	(20,506)	(6,015)	206,521	-3.00%	-3.20%	-3.19%	411	0	0.00%	(6,426)	(6,839)			
213	SHARED TIME	3,616	2,778	1,856	2,587	731	-	1,856	0.00%	0.00%	63.77%	-	(922)	-33.18%	-	2,306			
227	ABATEMENT AID	50,248	46,474	41,467	21,632	(19,835)	11,647	29,820	28.09%	0.00%	70.00%	11,647	(5,007)	-10.77%	-	35,173			
300	ACHIEVEMENT & INTEGRATION	829,800	827,859	810,190	826,336	16,146	1,121	809,069	0.14%	-3.01%	-24.96%	26,003	(17,669)	-2.13%	(24,882)	(207,103)			
300	NON-PUBLIC PUPIL TRANSPORTATION	(9,341)	-	125,000	90,000	(35,000)	-	125,000	0.00%	0.00%	30.00%	-	125,000	#DIV/0!	-	(2,802)			
300	ALTERNATIVE TEACHER COMP	740,155	737,110	719,156	716,986	(2,170)	(22,091)	741,247	-3.07%	-2.91%	-2.97%	(606)	(17,954)	-2.44%	(21,485)	(21,948)			
300	TRANSPORTATION AID W/FIN	(24,498)	98,008	1,336,530	10,000	(1,326,530)	(1,660)	1,338,190	-0.12%	-20.62%	0.00%	18,546	1,238,522	1263.69%	(20,206)	-			
320/300	AMERICAN INDIAN ED AID	38,507	46,935	53,294	53,294	-	(4,685)	57,979	-8.79%	-9.50%	-12.51%	(228)	6,359	13.55%	(4,457)	(4,817)			
300	SAFE SCHOOLS AID	-	-	-	151,409	151,409	151,409	(151,409)	#DIV/0!	0.00%	0.00%	151,409	-	0.00%	-	-			
360	SPECIAL EDUCATION	6,029,163	6,148,681	5,700,000	6,140,000	440,000	(85,695)	5,785,695	-1.50%	-2.15%	2.28%	46,200	(448,681)	-7.30%	(131,895)	137,337			
370	OTHER STATE AID	70,490	43,087	77,840	84,340	6,500	40,794	37,046	52.41%	101.82%	61.69%	(3,078)	34,753	80.66%	43,872	43,484			
397	TRA & PERA Special Funding	200,767	211,311	-	-	-	-	-	0.00%	0.00%	0.00%	-	(211,311)	-100.00%	-	-			
TOTAL STATE AID		46,142,115	46,183,093	44,607,274	45,707,241	1,099,967	11,928,423	32,678,851	26.74%	26.23%	28.03%	(184,336)	(1,575,819)	-3.41%	12,112,759	12,935,714			
FEDERAL																			
401/400	TITLE I, PART A	1,017,761	807,457	760,067	948,333	188,266	-	760,067	0.00%	35.25%	-0.01%	(284,612)	(47,390)	-5.87%	284,612	(86)			
414/400	TITLE II, PART A	126,568	104,062	133,898	60,940	(72,958)	-	133,898	0.00%	25.84%	0.00%	(26,886)	29,836	28.67%	26,886	-			
417/400	TITLE III, PART A	131,028	188,539	176,544	137,139	(39,405)	-	176,544	0.00%	27.06%	0.00%	(51,020)	(11,995)	-6.36%	51,020	-			
419/400	SP ED FLO THRU94-1 - FED AID	870,296	912,898	1,368,213	1,018,095	(350,118)	-	1,368,213	0.00%	46.77%	0.00%	(426,921)	455,315	49.88%	426,921	-			
420/400	PRESCHOOL - TITLE VIB - FED AID	31,691	28,785	36,960	25,013	(11,947)	-	36,960	0.00%	42.40%	0.00%	(12,204)	8,175	28.40%	12,204	-			
442/400	IMMIGRANT TITLE III FED REV	20,469	-	-	-	-	-	-	0.00%	0.00%	0.00%	-	-	0.00%	-	-			
978/400	HIV /PREGNANCY PREVENTION	4,000	-	623	-	(623)	-	623	0.00%	0.00%	0.00%	-	623	#DIV/0!	-	-			
422/400	B-2 IDEA PART C GRANT	27,471	32,483	14,290	13,958	(332)	-	14,290	0.00%	2.77%	0.00%	(900)	(18,193)	-56.01%	900	-			
499/400	MDE B-2 PART C	5,660	2,400	4,000	4,000	-	(2,400)	6,400	-60.00%	0.00%	0.00%	(2,400)	1,600	66.67%	-	-			
628/405	CARL PERKINS	12,945	14,627	14,825	11,555	(3,270)	-	14,825	0.00%	1.28%	0.00%	(187)	198	1.36%	187	-			
510/500	FED INDIAN GRANT	3,597	7,116	7,728	10,908	3,180	-	7,728	0.00%	-0.11%	0.00%	8	612	8.60%	(8)	-			
620/405	SAFE ROUTES TO SCHOOL GRANT	-	-	-	60,538	60,538	-	-	#DIV/0!	0.00%	0.00%	-	-	#DIV/0!	-	-			
868/405	HHH TITLE X HOMELESS FED SUB-GRANT	-	-	-	41,145	41,145	-	-	#DIV/0!	0.00%	0.00%	-	-	#DIV/0!	-	-			
TOTAL FEDERAL		2,251,486	2,098,367	2,517,148	2,331,624	(185,524)	(2,400)	2,519,548	-0.10%	38.25%	0.00%	(805,122)	418,781	19.96%	802,722	(86)			

 RICHFIELD PUBLIC SCHOOLS		REVENUE SUMMARY - BY MAJOR CATEGORY							YTD December 31, 2019			THIS REPORT SUMMARIZES REVENUE BY MAJOR CATEGORY AND SOURCE CODE							
GENERAL FUND									ADOPTED			ACTIVE BUDGET			BUDGET ANALYSIS			FORECAST5 + 	
Source Code	Description	June 30, 2018	June 30, 2019	Adopted Budget	Revised Budget	Increase or (Decrease)	YTD December 31, 2019	Budget Remaining	% Budget Received	% Actual Received	% Actual Received	Current YTD vs. Prior YTD	Budget \$ Change from Prior Yr Actual	Budget % Change from Prior Yr Actual	YTD December 31, 2018	YTD December 31, 2017			
LEVY																			
001	GENERAL LEVY	4,646,811	7,185,660	7,480,420	7,653,236	172,816	8,657,529	(1,177,109)	115.74%	100.45%	88.69%	1,439,574	294,760	4.10%	7,217,955	4,121,107			
001	OPERATING CAPITAL	1,528,748	477,450	579,033	579,033	-	579,033	-	100.00%	0.00%	0.00%	579,033	101,583	21.28%	-	-			
001	SAFE SCHOOLS	242,961	228,224	232,259	163,947	(68,312)	163,947	68,312	70.59%	0.00%	0.00%	163,947	4,035	1.77%	-	-			
001	CAREER & TECHNICAL	155,415	124,202	124,202	84,622	(39,580)	84,622	39,580	68.13%	0.00%	0.00%	84,622	0	0.00%	-	-			
001	LONG TERM FAC MAINT	1,318,901	1,766,699	1,846,260	1,781,335	(64,925)	1,781,334	64,926	96.48%	0.00%	0.00%	1,781,334	79,561	4.50%	-	-			
001	ACHIEVEMENT & INTEGRATION	318,510	344,437	371,751	371,751	-	371,751	-	100.00%	0.00%	0.00%	371,751	27,314	7.93%	-	-			
001	OPEB	-	-	815,246	815,246	-	815,246	-	100.00%	0.00%	0.00%	815,246	815,246	#DIV/0!	-	-			
001	CAPITAL PROJECTS	2,771,333	2,990,330	3,217,355	3,217,355	-	3,217,355	-	100.00%	0.00%	0.00%	3,217,355	227,025	7.59%	-	-			
001	HEALTH & SAFETY	(2,322)	(724)	-	(13,366)	(13,366)	-	-	0.00%	0.00%	0.00%	-	724	-100.00%	-	-			
001	LEASE LEVY	-	810,544	597,351	597,351	-	597,351	-	100.00%	0.00%	0.00%	597,351	(213,193)	-26.30%	-	-			
001	QCOMP	378,271	395,830	424,801	424,801	-	424,801	-	100.00%	0.00%	0.00%	424,801	28,971	7.32%	-	-			
001	HEALTH BENEFITS LEVY	20,911	20,313	20,323	20,323	-	20,313	10	99.95%	0.00%	0.00%	20,313	10	0.05%	-	-			
004	TAX INCREMENT FINANCING	89,622	134,555	-	50,000	50,000	41,108	(41,108)	#DIV/0!	72.58%	15.36%	(56,559)	(134,555)	-100.00%	97,667	13,766			
009	FISCAL DISPARITIES	1,535,384	1,953,551	2,355,246	2,355,246	-	1,150,434	1,204,812	48.85%	39.84%	121.67%	372,130	401,695	20.56%	778,304	1,868,088			
010	COUNTY APPORTIONMENT	108,590	97,086	140,910	104,277	(36,633)	-	140,910	0.00%	39.45%	0.00%	(38,296)	43,824	45.14%	38,296	-			
019	MISCELLANEOUS TAX COLLECTIONS	(12,758)	(4,105)	-	-	-	(495)	495	#DIV/0!	1758.69%	-68.80%	71,700	4,105	-100.00%	(72,195)	8,777			
TOTAL - LEVY		13,100,376	16,524,053	18,205,157	18,205,157	-	17,904,329	300,828	98.35%	48.31%	45.89%	9,920,894	1,681,104	10.17%	7,983,435	6,011,738			
021	REV FROM OTH MN SCH DISTRICT	8,850	-	-	-	-	-	-	0.00%	0.00%	0.00%	-	-	0.00%	-	-			
050	FEES FROM PATRONS	184,912	188,046	139,545	179,265	39,720	138,314	1,231	99.12%	73.36%	71.47%	361	(48,501)	-25.79%	137,953	132,157			
052	SUMMER SCHOOL	5,582	5,700	4,900	4,900	-	100	4,800	2.04%	4.82%	8.19%	(175)	(800)	-14.04%	275	457			
060	ADMISSIONS	29,375	28,093	31,200	28,497	(2,703)	22,280	8,920	71.41%	64.99%	70.09%	4,021	3,107	11.06%	18,259	20,588			
071	3RD PARTY BILLING	335,455	230,930	150,000	150,000	-	89,643	60,357	59.76%	24.18%	0.78%	33,804	(80,930)	-35.05%	55,839	2,619			
092	INTEREST EARNINGS	141,787	293,948	50,000	175,000	125,000	141,095	(91,095)	282.19%	60.16%	33.82%	(35,739)	(243,948)	-82.99%	176,834	47,950			
093	SCHOOL FACILITIES - RENT	302,687	242,535	251,000	231,000	(20,000)	98,230	152,770	39.14%	22.89%	47.27%	42,702	8,465	3.49%	55,528	143,085			
096	GIFTS / BEQUESTS/DONATIONS	70,873	79,068	125,200	59,000	(66,200)	36,640	88,560	29.27%	57.44%	30.91%	(8,774)	46,132	58.34%	45,414	21,910			
097	REBATE FROM P-CARD	4,427	-	5,000	5,000	-	2,313	2,687	46.26%	0.00%	100.01%	2,313	5,000	#DIV/0!	-	4,427			
099	MISCELLANEOUS REVENUES	418,748	442,509	536,498	428,882	(107,616)	112,005	424,493	20.88%	8.68%	25.95%	73,608	93,989	21.24%	38,397	108,685			
621	RESALE OF MATERIALS	-	-	100	-	(100)	-	100	0.00%	0.00%	0.00%	-	100	#DIV/0!	-	-			
623	SALE OF REAL PROPERTY	-	-	-	9,200	9,200	9,200	(9,200)	#DIV/0!	0.00%	0.00%	9,200	-	0.00%	-	-			
624	SALE OF EQUIPMENT	60,327	89,303	20,000	20,000	-	15,100	4,900	75.50%	60.58%	100.00%	(39,000)	(69,303)	-77.60%	54,100	60,327			
625	INSURANCE RECOVERY	2,571	17,852	-	50,000	50,000	9,911	(9,911)	#DIV/0!	34.48%	100.01%	3,756	(17,852)	-100.00%	6,155	2,571			
629	UTILITY REBATES	28,369	-	-	-	-	-	-	0.00%	0.00%	99.60%	-	-	0.00%	-	28,254			
TOTAL - LOCAL		1,593,961	1,617,985	1,313,443	1,340,744	27,301	674,831	638,612	51.38%	36.39%	35.95%	86,077	(304,542)	-18.82%	588,754	573,030			
		63,087,938	66,423,498	66,643,022	67,584,766	941,744	30,505,183	36,137,839	45.77%	32.35%	30.94%	9,017,513	219,524	0.33%	21,487,670	19,520,396			



PROGRAM CODE	DESCRIPTION	June 30, 2018	June 30, 2019	Adopted Budget	Revised Budget	Increase or (Decrease)	Expenses YTD	Budget Remaining	ACTIVITY BY PROGRAM CODE			Current YTD vs. Prior YTD	YTD December 31, 2018	YTD December 31, 2017
									ADOPTED	← ACTIVE BUDGET				
									YTD December	YTD December % of Actuals Expended	YTD December % of Actuals Expended			
DISTRICT ADMINISTRATION														
010	BOARD OF EDUCATION	68,453	68,515	70,691	70,691	-	46,623	24,068	65.95%	66.71%	66.59%	916	45,707	45,584
020	OFFICE OF SUP'T	403,479	365,775	405,914	413,608	7,694	189,082	216,832	46.58%	51.49%	49.47%	761	188,321	199,608
030	INSTRUCTIONAL ADMIN	119,295	402,100	376,205	379,853	3,648	176,133	200,072	46.82%	15.70%	47.07%	113,020	63,113	56,151
031	OLD ACCOUNT DIR OF CURR	230,075	-	8,000	6,000	(2,000)	2,225	5,775	27.81%	#DIV/0!	50.96%	(115,402)	117,627	117,244
TOTAL - DISTRICT ADMINISTRATION		821,301	836,390	860,810	870,152	9,342	414,063	446,747	48.10%	49.59%	50.97%	(705)	414,768	418,587
SITE ADMINISTRATION														
050	SCHOOL BLDG ADMIN	1,869,485	1,853,501	1,914,365	2,041,369	127,004	1,002,480	911,885	52.37%	49.39%	48.78%	87,077	915,403	912,004
TOTAL - SITE ADMINISTRATION		1,869,485	1,853,501	1,914,365	2,041,369	127,004	1,002,480	911,885	52.37%	49.39%	48.78%	87,077	915,403	912,004
SUPPORT SERVICES														
105	ADMIN SUPPORT	31,478	31,880	17,000	17,000	-	298	16,702	1.75%	47.26%	47.02%	(14,770)	15,068	14,801
107	MARKETING/COMMUNICATIONS	1,571	136,236	203,349	223,743	20,394	128,252	75,097	63.07%	27.23%	26.35%	91,150	37,102	414
108	ADMINISTRATIVE TECHNOLOGY	436,562	288,000	3,000	1,777	(1,223)	180,640	(177,640)	6021.33%	75.68%	68.79%	(37,306)	217,946	300,296
110	BUSINESS SERVICES	957,605	971,976	1,151,833	977,951	(173,882)	596,061	555,772	51.75%	56.50%	61.20%	46,900	549,161	586,050
130	COMMUNITY RELATIONS (now marketing 10	22,828	14,280	-	-	-	-	-	0.00%	100.00%	48.77%	(14,280)	14,280	11,132
150	LEGAL SERVICES	130,710	39,579	41,500	41,500	-	32,430	9,070	78.14%	44.16%	77.72%	14,950	17,480	101,585
160	PERSONNEL	637,239	627,436	576,595	658,204	81,609	324,142	252,453	56.22%	56.57%	51.37%	(30,798)	354,940	327,333
190	RESEARCH/EVALUATION	19,588	28,636	35,000	35,232	232	14,128	20,872	40.37%	54.01%	70.04%	(1,339)	15,467	13,719
199	SCHOOL ELECTIONS	44,955	-	20,100	20,100	-	22,101	(2,001)	109.96%	0.00%	87.16%	22,101	-	39,181
TOTAL - SUPPORT SERVICES		2,282,535	2,138,022	2,048,377	1,975,507	(72,870)	1,298,052	750,325	63.37%	57.13%	61.09%	76,608	1,221,444	1,394,511
REGULAR INSTRUCTION														
200	VPK PROGRAM	703,273	1,013,863	854,503	1,135,932	281,429	354,707	499,796	41.51%	41.77%	39.71%	(68,819)	423,526	279,289
201	KINDERGARTEN	1,223,259	1,331,287	1,328,272	1,112,727	(215,545)	361,618	966,654	27.22%	36.20%	34.89%	(120,277)	481,895	426,747
203	ELEM EDUCATION	9,861,643	10,906,575	10,266,004	10,507,237	241,233	3,811,234	6,454,770	37.12%	35.60%	36.00%	(71,809)	3,883,043	3,550,209
204	TITLE II FED TEACH/PRINC TRAINING	126,568	104,062	133,898	60,940	(72,958)	19,274	114,624	14.39%	33.12%	45.20%	(15,196)	34,470	57,215
205	TITLE III FEDERAL LEP	151,497	188,539	176,544	137,139	(39,405)	57,009	119,535	32.29%	30.05%	53.32%	345	56,664	80,784
211	SECONDARY ED GENERAL	3,517,068	3,983,283	4,748,500	4,539,891	(208,609)	1,526,426	3,222,074	32.15%	30.42%	34.89%	314,769	1,211,657	1,227,100
212	ART	222,963	279,025	291,830	300,236	8,406	103,307	188,523	35.40%	35.05%	35.05%	5,518	97,789	78,142
215	BUSINESS EDUCATION	64,565	72,461	2,950	15,906	12,956	5,011	(2,061)	169.86%	31.92%	35.29%	(18,117)	23,128	22,787
216	TITLE I FEDERAL	1,017,848	807,302	760,067	948,333	188,266	353,356	406,711	46.49%	39.09%	34.70%	37,758	315,598	353,151
218	GIFTED & TALENTED	295,905	303,839	327,077	327,249	172	101,637	225,440	31.07%	36.73%	33.48%	(9,967)	111,604	99,057
219	ENGLISH LANGUAGE LEARNER (ELL)	1,805,313	1,922,296	1,918,680	1,923,562	4,882	659,387	1,259,293	34.37%	36.72%	37.02%	(46,553)	705,940	668,362
220	ENGLISH/LANGUAGE ART	1,249,404	1,241,129	1,242,854	1,283,717	40,863	444,034	798,820	35.73%	34.51%	36.02%	15,748	428,286	450,011
230	FOREIGN LANGUAGE	441,683	464,708	532,904	451,006	(81,898)	150,810	382,094	28.30%	32.80%	33.58%	(1,624)	152,434	148,319
231	DUAL LANGUAGE PROGRAM	1,326	1,104	1,500	1,500	-	667	833	44.47%	86.72%	22.25%	(290)	957	295
240	HEALTH ED	1,026,449	1,013,705	1,055,931	1,094,659	38,728	361,392	694,539	34.22%	33.50%	33.45%	21,838	339,554	343,383
241	PHYSICAL ED	2,638	2,471	-	-	-	1,224	(1,224)	#DIV/0!	9.91%	28.28%	979	245	746
255	INDUSTRIAL EDUCATION	114,462	163,381	182,939	212,144	29,205	70,839	112,100	38.72%	34.12%	39.13%	15,090	55,749	44,784
256	MATHEMATICS	1,034,263	1,174,071	1,218,834	1,228,580	9,746	457,042	761,792	37.50%	31.13%	34.31%	91,507	365,535	354,856
258	MUSIC - BAND	546,347	577,624	582,199	584,712	2,513	205,466	376,733	35.29%	35.33%	35.33%	1,413	204,053	193,048
259	MUSIC - CHOIR	1,112	2,321	2,446	2,446	-	9	2,437	0.37%	65.18%	8.18%	(1,504)	1,513	91
260	NATURAL SCIENCE	1,185,956	1,311,732	1,241,262	1,183,360	(57,902)	415,008	826,254	33.43%	35.89%	36.18%	(55,782)	470,790	429,077
270	SOCIAL STUDIES	941,936	1,074,856	1,041,709	1,006,394	(35,315)	342,767	698,942	32.90%	33.74%	34.50%	(19,874)	362,641	324,952
TOTAL - REGULAR INSTRUCTION		25,535,479	27,939,635	27,910,903	28,057,670	146,767	9,802,224	18,108,679	35.12%	34.81%	35.76%	75,153	9,727,071	9,132,405





PROGRAM CODE	DESCRIPTION	June 30, 2018	June 30, 2019	Adopted Budget	Revised Budget	Increase or (Decrease)	Expenses YTD	Budget Remaining	ADOPTED	← ACTIVE BUDGET		Current YTD vs. Prior YTD	FORECASTS	YTD	YTD
									YTD December	YTD December	YTD December		YTD December	YTD December	YTD December
									% of Budget Expended	% of Actuals Expended	% of Actuals Expended			31, 2018	31, 2017
EXTRA-CURRICULAR															
291	CO-CURR ACTIVITIES NON-ATHLETICS	188,717	181,163	219,117	219,117	-	34,574	184,543	15.78%	18.67%	18.46%	745		33,829	34,832
292	BOYS/GIRLS ATHLETICS	368,664	399,378	388,807	418,013	29,206	181,630	207,177	46.71%	47.28%	45.24%	(7,185)		188,815	166,783
294	BOYS ATHLETICS	329,985	349,168	346,832	349,993	3,161	157,072	189,760	45.29%	39.08%	45.49%	20,625		136,447	150,107
296	GIRLS ATHLETICS	261,399	281,219	297,218	297,218	-	119,012	178,206	40.04%	48.95%	46.16%	(18,642)		137,654	120,655
298	EXTRA-CURR ACTIVITIES (INCL STUDENT ACT	17,769	29,998	218,286	118,286	(100,000)	34,175	184,111	15.66%	11.69%	-82.20%	30,669		3,506	(14,606)
	TOTAL - EXTRA-CURRICULAR ACTIVITIES	1,166,534	1,240,925	1,470,260	1,402,627	(67,633)	526,463	943,797	35.81%	40.31%	39.24%	26,212		500,251	457,771
VOCATIONAL INSTRUCTION															
311	VOC DISTRIBUTIVE ED	68,042	73,230	75,154	82,499	7,345	27,764	47,390	36.94%	32.23%	31.87%	4,161		23,603	21,684
321	VOC HEALTH OCC EDUCATION	21,756	42,910	-	12,747	12,747	8,498	(8,498)	#DIV/0!	31.90%	0.00%	(5,192)		13,690	-
331	VOC PERSONAL FAMILY LIFE SCI	199,820	203,543	211,896	215,099	3,203	75,298	136,598	35.54%	33.53%	19.20%	7,041		68,257	38,372
341	VOC ED BUSINESS	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	-		-	-
361	VOC ED TRADE & IND	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	-		-	-
380	VOC SPECIAL NEEDS	148,137	152,590	165,265	121,181	(44,084)	44,019	121,246	26.64%	35.56%	36.67%	(10,249)		54,268	54,318
399	VOC ED - GENERAL	1,342	1,685	-	-	-	-	-	0.00%	0.00%	0.00%	-		-	-
	TOTAL - VOCATIONAL INSTRUCTION	439,097	473,959	452,315	431,526	(20,789)	155,579	296,736	34.40%	33.72%	26.05%	(4,239)		159,818	114,374
SPECIAL ED INSTRUCTION															
400	GENERAL SPECIAL EDUCATION	406,780	342,166	585,252	169,189	(416,063)	98,129	487,123	16.77%	78.48%	80.33%	(170,395)		268,524	326,780
401	SPEECH/LANGUAGE IMPAIRED	618,093	584,961	629,826	542,830	(86,996)	180,028	449,798	28.58%	37.39%	32.24%	(38,706)		218,734	199,289
402	DEVEL COGN DISBLY MILD-MODERATE	694,670	541,193	504,780	500,847	(3,933)	141,846	362,934	28.10%	35.11%	35.37%	(48,142)		189,988	245,674
403	DEVEL COGN DISBLY SEVERE-PROFOUND	655,047	548,870	640,664	589,828	(50,836)	211,959	428,705	33.08%	42.00%	42.75%	(18,568)		230,527	280,035
404	PHYSICALLY IMPAIRED	159,402	146,907	70,186	71,477	1,291	26,854	43,332	38.26%	17.41%	15.39%	1,273		25,581	24,525
405	DEAF/HARD OF HEARING	99,393	178,703	-	-	-	-	-	0.00%	0.27%	0.18%	(486)		486	174
406	VISUALLY IMPAIRED	21,355	9,585	-	-	-	-	-	0.00%	3.53%	1.27%	(338)		338	271
407	SPECIFIC LEARNING DISABILITY	1,091,828	1,274,988	1,194,775	1,320,670	125,895	448,474	746,301	37.54%	35.86%	35.29%	(8,760)		457,234	385,301
408	EMOTIONAL/BEHAVIORAL DISORDER	2,172,119	2,401,760	2,137,273	1,951,841	(185,432)	768,753	1,368,520	35.97%	34.55%	35.73%	(60,988)		829,741	776,042
410	OTHER HEALTH DISABILITIES	324,961	253,377	273,489	366,631	93,142	87,955	185,534	32.16%	37.35%	37.79%	(6,672)		94,627	122,794
411	AUTISTIC	1,212,258	1,453,987	1,503,947	1,536,755	32,808	529,803	974,144	35.23%	33.29%	33.85%	45,786		484,017	410,402
412	DEV DELAYED	1,072,196	1,093,913	1,113,093	1,173,350	60,257	432,203	680,890	38.83%	35.26%	35.74%	46,474		385,729	383,206
414	TRAUMATIC BRAIN INJURY	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	-		-	-
416	SEVERELY MULTIPLY IMPAIRED	243,103	341,540	266,898	399,989	133,091	146,322	120,576	54.82%	29.83%	18.31%	44,452		101,870	44,514
420	SPECIAL ED 3 OR MORE DISBTY	2,019,466	1,964,418	2,698,786	2,593,743	(105,043)	1,084,980	1,613,806	40.20%	41.00%	36.51%	279,492		805,488	737,332
422	SPED-STUDENTS W/O DISABILITIES	1,032,698	994,474	1,210,472	1,140,584	(69,888)	333,911	876,561	27.59%	39.73%	34.08%	(61,209)		395,120	351,937
430	HOMEBOUND	-	-	-	-	-	-	-	0.00%	0.00%	0.00%	-		-	-
	TOTAL - SPECIAL ED INSTRUCTION	11,823,369	12,130,842	12,829,441	12,357,734	(471,707)	4,491,217	8,338,224	35.01%	37.00%	36.27%	3,213		4,488,004	4,288,276
INSTRUCTIONAL SUPPORT															
605	GENERAL INSTR SUPPORT	942,657	940,012	1,024,626	902,533	(122,093)	435,048	589,578	42.46%	52.56%	44.76%	(59,034)		494,082	421,935
610	CURRICULUM DEVL P	50,501	173,045	198,969	186,157	(12,812)	58,788	140,181	29.55%	65.88%	17.97%	(55,213)		114,001	9,073
620	MEDIA	518,816	500,657	470,873	478,417	7,544	167,316	303,557	35.53%	34.66%	36.14%	(6,233)		173,549	187,496
630	INSTRUCT RELATED TECHNOLOGY	2,395,224	2,551,936	3,078,290	3,129,036	50,746	2,104,140	974,150	68.35%	73.82%	67.21%	220,218		1,883,922	1,609,792
640	STAFF DEVELOPMENT	252,685	350,987	213,602	203,627	(9,975)	118,937	94,665	55.68%	73.21%	60.48%	(138,010)		256,947	152,822
680	COMPUTER AIDED INST	5,396	4,658	11,380	11,424	44	909	10,471	7.99%	15.85%	15.08%	171		738	814
690	OTHER INST SERVICES	13,859	27,959	14,250	14,250	-	5,953	8,297	41.78%	35.66%	9.08%	(4,016)		9,969	1,259
	TOTAL - INSTRUCTIONAL SUPPORT	4,179,137	4,549,255	5,011,990	4,925,444	(86,546)	2,891,091	2,120,899	57.68%	64.48%	57.03%	(42,117)		2,933,208	2,383,191



PROGRAM CODE	DESCRIPTION	June 30, 2018	June 30, 2019	Adopted Budget	Revised Budget	Increase or (Decrease)	Expenses YTD	Budget Remaining	ADOPTED	ACTIVE BUDGET		Current YTD vs. Prior YTD	FORECASTS + 	
									YTD December	YTD December % of Actuals	YTD December % of Actuals		YTD December	YTD December
									% of Budget Expended	% of Actuals Expended	% of Actuals Expended		31, 2018	31, 2017
PUPIL SUPPORT SERVICES														
710	GUIDANCE/COUNSELING	484,039	513,706	546,023	547,568	1,545	168,220	377,803	30.81%	33.28%	34.58%	(2,759)	170,979	167,382
720	HEALTH SERVICES	345,982	345,674	335,942	320,214	(15,728)	125,552	210,390	37.37%	31.92%	31.92%	15,225	110,327	110,436
730	PSYCHOLOGICAL SERVICES	20,032	16,656	26,681	6,825	(19,856)	4,988	21,693	18.69%	4.65%	24.95%	4,214	774	4,998
760	PUPIL TRANSPORTATION	3,778,775	3,724,135	4,196,635	4,218,301	21,666	1,941,008	2,255,627	46.25%	44.69%	38.47%	276,761	1,664,247	1,453,584
790	OTHER SUPPORT SERVICES	1,442,407	1,691,343	1,548,281	1,620,169	71,888	600,488	947,793	38.78%	38.27%	33.71%	(46,794)	647,282	486,290
	TOTAL - PUPIL SUPPORT SERVICES	6,071,235	6,291,515	6,653,562	6,713,077	59,515	2,840,256	3,813,306	42.69%	41.22%	36.61%	246,647	2,593,609	2,222,690
FACILITIES														
810	OPERATIONS & MAINTENANCE	4,128,611	4,328,426	4,321,443	4,554,523	233,080	1,858,844	2,462,599	43.01%	45.04%	41.99%	(90,812)	1,949,656	1,733,454
812	SEC MAINTENANCE	600	710	-	-	-	275	(275)	#DIV/0!	46.17%	54.52%	(53)	328	327
814	CENTRAL MAINTENANCE	131,211	123,900	120,855	81,310	(39,545)	39,503	81,352	32.69%	40.49%	46.27%	(10,663)	50,166	60,713
850	CAPITAL FACILITIES	1,203,482	1,054,934	1,068,906	909,819	(159,087)	469,281	599,625	43.90%	45.73%	46.93%	(13,162)	482,443	564,781
865	LTFM < \$100K	1,603,257	1,106,376	1,474,444	1,441,567	(32,877)	251,799	1,222,645	17.08%	43.52%	46.53%	(229,733)	481,532	745,927
	TOTAL - FACILITIES	7,067,161	6,614,346	6,985,648	6,987,219	1,571	2,619,702	4,365,946	37.50%	44.81%	43.94%	(344,423)	2,964,125	3,105,202
OTHER FINANCING USES														
940	INSURANCE	233,398	223,275	275,000	232,000	(43,000)	227,654	47,346	82.78%	100.00%	138.10%	4,379	223,275	322,331
960	OTHER NONRECURRING ITEMS	443	-	-	-	-	-	-	0.00%	0.00%	30.23%	-	-	134
	TOTAL - OTHER FINANCING USES	233,841	223,275	275,000	232,000	(43,000)	227,654	47,346	82.78%	100.00%	137.90%	4,379	223,275	322,465
	GENERAL FUND TOTAL	61,489,173	64,291,665	66,412,671	65,994,325	(418,346)	26,268,781	40,143,890	39.55%	40.66%	40.25%	127,805	26,140,976	24,751,476



**Richfield Public Schools
Budget Overview
Revised Budget Summary 2019-20**



	Actual July 1, 2019	Revised Budget Revenues	Revised Budget Expenditures	Transfers	Projected Balance June 30, 2020	Net Increase or Decrease
General Fund - 01						
Unassigned - 422	4,545,036 7.04%	52,573,313	50,843,200	492,935	6,768,084 10.26%	2,223,048
Restricted						
Staff Development - 403	-	584,061	584,061	-	-	-
Long-Term Fac Maint - 467	437,361	1,781,335	1,376,642	-	842,054	404,693
Capital Projects Tech Levy - 407	274,886	3,274,355	3,164,036	-	385,205	110,319
Operating Capital - 424	1,024,917	1,115,722	1,388,971	-	751,668	(273,249)
Student Activities - 401	-	100,000	100,000	101,579	101,579	101,579
Learning & Development - 428	-	925,719	925,719	-	-	-
Gifted & Talented - 438	-	58,969	327,249	268,280	-	-
Basic Skills - 441	-	6,332,460	6,332,460	-	-	-
Career & Technical - 445	-	84,622	297,598	212,976	-	-
Basic Skills Extended Time - 459	291,407	196,804	41,515	-	446,696	155,289
Safe Schools - 449	-	315,356	172,639	(142,717)	-	-
Medical Assistance - 472	453,535	150,000	315,411	-	288,124	(165,411)
Subtotal Restricted	2,482,106	14,919,403	15,026,301	440,118	2,815,326	333,220
Nonspendable						
Inventory & Prepaid Expenditures	931,474	-	-	(831,474)	100,000	(831,474)
Subtotal Nonspendable - 460	931,474	-	-	(831,474)	100,000	(831,474)
Assigned Funds						
Assigned - Turf	346,992	35,000	18,780	-	363,212	16,220
Assigned - Program Initiatives	905,027	-	-	-	905,027	-
Assigned - Enrollment	600,000	-	-	-	600,000	-
Assigned - Future Retirement	638,422	-	-	-	638,422	-
Assigned - Carryover	399,022	57,050	106,044	-	350,028	(48,994)
Assigned - Student Activities Fd 50	101,579	-	-	(101,579)	-	(101,579)
Assigned - 3rd Party Sped	335,054	-	-	-	335,054	-
Subtotal Assigned - 462	3,326,096	92,050	124,824	(101,579)	3,191,743	(134,353)
Total General Fund	11,284,712	67,584,766	65,994,325	-	12,875,153	1,590,441
Food Service Fund - 02						
Inventory & Prepaid Expenditures	21,901	-	-	-	21,901	-
Subtotal Nonspendable - 460	21,901	-	-	-	21,901	-
Restricted - 464	510,984	2,854,000	2,838,588	-	526,396	15,412
Total Food Service	532,885	2,854,000	2,838,588	-	548,297	15,412
Community Services - 04						
Restricted - 464 (Non-Public, EcScreen, LCTS)	84,225	577,555	589,808	-	71,972	(12,253)
Restricted / Reserved						
Community Ed - 431	3,933	570,653	564,131	-	10,455	6,522
ECFE - 432	162,538	394,212	327,172	-	229,578	67,040
School Readiness - 444	334,055	567,857	480,867	-	421,045	86,990
Restricted/Reserved - Subtotal	500,526	1,532,722	1,372,170	-	661,078	160,552
Total Community Education	584,751	2,110,277	1,961,978	-	733,050	148,299
Construction - 06						
Restricted/Reserved						
LTFM (2018B) - 467	28,269,207	800,000	16,409,500	-	12,659,707	(15,609,500)
Restricted (2018A) - 464	78,542,991	300,000	36,629,530	-	42,213,461	(36,329,530)
Total Construction Fund	106,812,198	1,100,000	53,039,030	-	54,873,168	(51,939,030)
Debt Service - 07						
Restricted - 464	945,688	8,502,284	8,105,038	-	1,342,934	397,246
Total Debt Service Fund	945,688	8,502,284	8,105,038	-	1,342,934	397,246
Trust - 08	456,436	46,500	46,500	-	456,436	-
Internal Service - 20 Health	5,247,800	7,025,000	7,001,080	-	5,271,720	23,920
Internal Service - 21 Dental	44,786	531,000	528,000	-	47,786	3,000
OPEB Irrevocable Trust - 45	9,455,224	150,000	735,250	-	8,869,974	(585,250)
OPEB Debt Service - 47	177,616	818,323	783,000	-	212,939	35,323
Total All Funds:	135,542,096	90,722,150	141,032,789	-	85,231,457	(50,310,639)

NEW BUSINESS – FOR REVIEW

Agenda Item VI.D.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, March 2, 2020

Subject: Policy 612 Curriculum Development

(Recommended by the Superintendent)

A first read of Policy 612 and updated guidelines.

Attachments

Policy 612 - Original

MSBA 603 – 2019

Policy 612 Comparison to MSBA Policy 603 – redlined

Guideline 612.1 – Original

Updated Guidelines – Curriculum Approval and Adoption Process

Updated Guidelines – Flowchart for Curriculum Adoption

RICHFIELD PUBLIC SCHOOLS
CURRICULUM DECISION MAKING
CONTINUOUS IMPROVEMENT

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the district's education program. Curriculum and educational program improvement can be done through modification, new course or program offerings, updated alignment of content with academic standards or program reduction and elimination.

III. RESPONSIBILITY

- A. The superintendent shall be responsible for curriculum development; for determining the most effective way of conducting research on the school district's curriculum needs; and for establishing a long range curriculum development program.
- B. Board affirmed academic standards, and related curriculum, instruction and assessments shall provide direction for teaching, learning and assessment.
- C. The District Curriculum Advisory Committee shall assist in the process to review curriculum, instruction and assessment, report to the public, and develop plans for improvement in the district.
- D. The program improvement process will be utilized to ensure the following needs are addressed:
 - 1. Provide for continuing evaluation of programs for the purpose of attaining school district objectives.
 - 2. Provide for articulation of courses of study from kindergarten through grade twelve.
 - 3. Identify key concepts, processes and content (high academic standards) for each subject and grade level.
 - 4. Identify minimum learning objectives (foundations) for each course and at each grade level.
 - 5. Identify both formative and summative assessment/evaluation for each course and grade level.
 - 6. Provide a program for regular, systematic monitoring of student progress.

- 1 7. Provide for specific, particular and special needs of all members of the
- 2 student community.
- 3 8. Integrate required and elective course standards in the scope and
- 4 sequence of the district curriculum.
- 5 9. Meet all requirements of Minnesota State Rule and Law.
- 6
- 7 E. The Director of Teaching and Learning shall be responsible for curriculum
- 8 and program review and development. The director shall keep the school
- 9 board informed of all state-mandated curriculum changes, recommend
- 10 discretionary changes, and periodically present recommended modifications
- 11 for school board review and affirmation.
- 12
- 13 F. District academic program modifications, additions or reductions shall be
- 14 affirmed by the school board. Pilots, special projects and minor
- 15 adjustments will be reviewed by the District Curriculum Advisory Committee
- 16 and may be done with approval from the Superintendent.
- 17
- 18 G. The review and development process will be completed through a multi-
- 19 year Continuous Improvement Cycle as described in Appendices A, B, and
- 20 C and addresses the following:
 - 21 1. Articulation of achievement expectations and content from
 - 22 kindergarten through grade 12.
 - 23 2. Consideration for specific, particular and special needs of all members
 - 24 of the student community including, diversity of Race, culture, language,
 - 25 ability and gender.
 - 26 3. Identification of learning outcomes and academic standards for each
 - 27 course and grade level.
 - 28 4. Describe appropriate student work and course rigor to meet objectives.
 - 29 5. Provide for continuous monitoring and evaluation of programs for the
 - 30 purpose of meeting school district objectives and State of Minnesota and
 - 31 Federal requirements.
- 32
- 33 H. Minor program adjustments, pilots and special projects shall:
 - 34 1. Demonstrate need, purpose and intended value
 - 35 2. Identify objectives or learner outcomes of the project or pilot and an
 - 36 action plan, which includes a plan to communicate changes with
 - 37 students, parents and colleagues as appropriate.
 - 38 3. Identify funding sources.
 - 39 4. Summarize analysis of data related to need, intended outcomes and
 - 40 impact on the following:
 - 41 a. Finance
 - 42 b. Staffing
 - 43 c. Facilities
 - 44 d. Students
 - 45 e. Time
 - 46 f. District Curriculum
 - 47 g. District Programs
 - 48
- 49 I. Program and curriculum reductions shall address the following:
 - 50 1. Rationale for reduction or elimination of an articulated course.

2. Required standards addressed in the course and other opportunities for students to complete the necessary standards for graduation.
3. A transition process for course elimination.

Legal References: Minn. Stat. 120B.10 (Improving Instruction and Curriculum)
Minn. Stat. 120B.11 (School District Process)
Minn. Rule 3500.0550 (Inclusive Educational Program)
Minn. Rule Parts 3501.0010 – 3501.0180 (Graduation Standards Reading and Mathematics)
Minn. Rule Parts 3501.0200 – 3501.0290 (Graduation Standards Written Composition)
Minn. Rule Parts 3501.0505-0550 (Graduation Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Graduation Standards for mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Graduation Standards – Arts)
Minn. Rules Parts 3501.1000-3501.1190 (Graduation Required Assessment for Diploma)
20 U.S.C. 6301.et seq. (No Child Left Behind Act)

Cross References: Board Policy 601 (Curriculum and Instruction Goals)
Board Policy 610 (Selection and Reevaluation of Instructional Resources)
Board Policy 611 (Provision for Alternative Instruction)

ADOPTED BY THE BOARD OF EDUCATION: November 2, 1998

AMENDED BY THE BOARD OF EDUCATION: March 21, 2005

AMENDED BY THE BOARD OF EDUCATION: February 7, 2011

Adopted: _____

MSBA/MASA Model Policy 603

Orig. 1995

Revised: _____

Rev. 2019

603 CURRICULUM DEVELOPMENT

[Note: Minn. Stat. § 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 617-620 provide procedures to further implement the requirements of Minn. Stat. § 120B.11.]

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.
- 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 articulation of courses of study from kindergarten through grade twelve.
 - 2. Identify minimum objectives for each course and at each elementary 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 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 for characteristics of dyslexia. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified. See Minn. Stat. § 120B.12, Subd. 2.
- E. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, 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). A student's plan under this section shall continue while the student is enrolled.
- 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 and approval.
- 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 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)

RICHFIELD PUBLIC SCHOOLS

Adopted: MSBA/MASA Model Policy 603
Orig. 1995
Revised: Rev. 2019

**603 CURRICULUM ~~DECISION-MAKING~~ DEVELOPMENT
CONTINUOUS IMPROVEMENT**

[Note: Minn. Stat. § 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 617-620 provide procedures to further implement the requirements of Minn. Stat. § 120B.11.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the ~~district's education program. Curriculum and educational program improvement can be done through modification, new course or program offerings, updated alignment of content with academic standards or program reduction and elimination. education program of the school district.~~

~~III.~~ III. RESPONSIBILITY

~~A.~~ 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 for establishing a long range curriculum development program. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.~~

~~B.~~ Board affirmed academic standards, and related curriculum, instruction and assessments shall provide direction for teaching, learning and assessment.

~~C.~~ The District Curriculum Advisory Committee shall assist in the process to review curriculum, instruction and assessment, report to the public, and develop plans for improvement in the district.

~~The program improvement process will be utilized to ensure~~ 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.

~~D.~~ C. Within the ongoing process of curriculum development, the following needs shall be addressed:

- ~~1.~~ 1. Provide for articulation of courses of study from kindergarten through grade twelve.
- ~~2.~~ 2. Identify minimum objectives for each course and at each elementary grade level.
- ~~3.~~ 3. Provide for continuing evaluation of programs for the purpose of attaining school district objectives.
- ~~4.~~ 2. Provide for articulation of courses of study from kindergarten through grade twelve.
- ~~5.~~ 3. Identify key concepts, processes and content (high academic standards) for each subject and grade level.
- ~~6.~~ 4. Identify minimum learning objectives (foundations) for each course and at each grade level.
- ~~7.~~ 5. Identify both formative and summative assessment/evaluation for each course and grade level.
- ~~8.~~ 4. Provide a program for ~~regular, systematic~~ongoing monitoring of student progress.
- ~~9.~~ 5. Provide for specific, particular, and special needs of all members of the student community.
- ~~10.~~ 6. Develop 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.
- ~~11.~~ 7. Integrate required and elective course standards in the scope and sequence of the district curriculum.
- ~~12.~~ 8. Meet all applicable requirements of the Minnesota State Rule Department of Education and Law federal law.

D. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified. See Minn. Stat. § 120B.12, Subd. 2.

E. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, 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. The Director of Teaching and Learning shall be responsible for curriculum and program review and development. The director shall keep § 120A.20, Subd. 1(c). A student's plan under this section shall continue while the student is enrolled.~~

- ~~E.~~ F. The superintendent shall be responsible for keeping the school board informed of all state-mandated curriculum changes, ~~recommend~~ as well as recommended discretionary changes, and for periodically ~~present~~ presenting recommended modifications for school board review and ~~affirmation~~.
- ~~F.~~ District academic program modifications, additions or reductions shall be affirmed by the school board. Pilots, special projects and minor adjustments will be reviewed by the District Curriculum Advisory Committee and may be done with approval from the Superintendent.
- ~~G.~~ G. The ~~review~~ superintendent shall have discretionary authority to develop guidelines and development process will be completed through a multi-year Continuous Improvement Cycle as described in Appendices A, B, and C and addresses the following:
- ~~1.~~ 1. Articulation of achievement expectations and content from kindergarten through grade 12.
 - ~~2.~~ 2. Consideration for specific, particular and special needs of all members of the student community including, diversity of Race, culture, language, ability and gender.
 - ~~3.~~ 3. Identification of learning outcomes and academic standards for each course and grade level.
 - ~~4.~~ 4. Describe appropriate student work and course rigor to meet objectives.
 - ~~5.~~ 5. Provide for continuous monitoring and evaluation of programs for the purpose of meeting directives to implement school district objectives and State of Minnesota and Federal requirements.
- ~~H.~~ Minor program adjustments, pilots and special projects shall:
- ~~1.~~ 1. Demonstrate need, purpose and intended value
 - ~~2.~~ 2. Identify objectives or learner outcomes of the project or pilot and an action plan, which includes a plan to communicate changes with students, parents and colleagues as appropriate.
 - ~~3.~~ 3. Identify funding sources.
 - ~~4.~~ 4. Summarize analysis of data related board policy relating to need, intended outcomes and impact on the following:
 - ~~a.~~ a. Finance
 - ~~b.~~ b. Staffing
 - ~~c.~~ c. Facilities
 - ~~d.~~ d. Students
 - ~~e.~~ e. Time
 - ~~f.~~ f. District Curriculum
 - ~~g.~~ g. District Programs
- ~~I.~~ Program and curriculum reductions shall address the following:
- ~~1.~~ 1. Rationale for reduction or elimination of an articulated course.
 - ~~2.~~ 2. Required standards addressed in the course and other opportunities for students to complete the necessary standards for graduation.
 - ~~3.~~ 3. A transition process for course elimination development.

Legal References: Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)
~~Minn. Stat. § 120B.11 (School District Process)~~

~~_____ Minn. Rule~~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. ~~_____ Minn. Rule~~Rules Parts 3501.0040—0640-3501.0480 (Graduation Standards Reading and Mathematics)
~~_____ Minn. Rule~~Parts 3501.0200—3501.0290 (Graduation Standards Written Composition)
~~_____ Minn. Rule~~Parts 3501.0505-0550 (Graduation)0655 (Academic Standards for Language Arts)
Minn. Minn. ~~_____ Rules~~Parts 3501.0700-3501.0745 (Graduation)Academic Standards for mathematicsMathematics)
Minn. Minn. ~~_____ Rules~~Parts 3501.0800-3501.0815 (Graduation)Academic Standards –for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. 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.* (~~No Child Left Behind~~Every Student Succeeds Act)

Cross References: ~~_____ Board~~ MSBA/MASA Model Policy 604 (Curriculum and Instruction Goals)
Board Policy 610 (Selection and Reevaluation of 604 (Instructional ResourcesCurriculum))
~~_____ Board~~MSBA/MASA Model Policy 611 (Provision for 605 (Alternative InstructionPrograms))

ADOPTED BY THE BOARD OF EDUCATION: November 2, 1998
AMENDED BY THE BOARD OF EDUCATION: March 21, 2005
AMENDED BY THE BOARD OF EDUCATION: February 7, 2011

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)

APPENDIX A

RICHFIELD PUBLIC SCHOOLS

Education Program Improvement Process

A process for continuous improvement addresses each subject and education program on a scheduled review cycle. Representative teachers participate in the full review process with frequent communications with grade level colleagues. The District Curriculum Advisory Committee endorses recommendations before they are presented to the Board of Education.

Year 1: Program Review, Evaluation and Design

- Investigate the effectiveness of our current programming and services (may include both self-study and external assessment).
- Analyze current program in comparison to trends in effective practice related to systems, structures, staffing, instructional design, content, and pedagogy
- Define issues requiring attention and pursue causal relationships
- Revisit program mission, beliefs, characteristics, improvement goals and related action plan
- Confirm what students must know and be able to do related to key concepts, ideas, processes and events (academic standards and benchmarks)
- Determine instructional sequence and grade level/course foundations (essential learning
- Identify or design criteria for materials selection
- Determine staffing requirements, instructional materials, training, technology and equipment needed for full implementation
- Describe how revised programs, services and strategies will “look” in practice
- Determine measures of program effectiveness
- Determine professional development required
- Submit recommendations with 3 year implementation plan to District Curriculum Advisory Committee

Year 2: Implementation

- **Determine how student achievement will be measured (common assessments)**
- Clarify grade level foundations
- Provide professional development and unit design opportunities
- Work with administrators to develop measures of school level implementation
- Communicate changes (what students must know and be able to do and how opportunities to learn will look)
- Monitor implementation for obstacles and unexpected needs
- Phase in additional equipment and materials as indicated in 3 year plan
- Convene to examine student work against program expectations
- Adjust as appropriate

Year 3: Continue Implementation

- Focus on student work and other measures of achievement
- Analyze effectiveness of programming for sub populations
- Continue targeted professional development
- Phase in additional professional development, equipment and materials (including technology) as indicated in 3 year improvement plan
- Monitor for full implementation with attention to technology
- Monitor for effectiveness and manageability
- Make appropriate adjustments

Year 4: Assess Implementation

- Resources purchased
- Training provided/participation
- Assessment data collected

Year 5: Mini Audit

Quality of implementation

Consistency/variation of implementation

- Preliminary results (Achievement data and implementation measures)
- Unintended consequences
- Unexpected needs
- Environmental changes
- Perception data/manageability
- Recommended improvements

Year 6: Implement recommended adjustments

Year 7: Monitor and support implementation and effectiveness

Year 8: Study Trends in Effective Practice

Year 9: Prepare for full, year 1 review

- Confirm K-12 committee members
- Analyze data to determine program effectiveness, strengths, areas for improvement, and obstacles to achievement
- Complete Survey of Enacted Curriculum
- Describe current program
- Summarize trends in effective practice

**RICHFIELD PUBLIC SCHOOLS
EDUCATION PROGRAM CONTINUOUS IMPROVEMENT SCHEDULE**

	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Review Phase (yr 1)	Science Industrial Tech	Language Arts World Languages	Social Studies Media Services	Physical Education Health	Gifted and Talented	ESL	ALP	FACS Bus. Ed DECA	Math Art Music
Early Implementation (yr 2)	Math Art Music	Science Industrial Tech	Language Arts World Languages	Social Studies Media Services	Physical Education Health	Gifted and Talented	ESL	ALP	FACS Bus. Ed DECA
Implementation (yr 3)	FACS Bus. Ed DECA	Math Art Music	Science Industrial Tech	Language Arts World Languages	Social Studies Media Services	Physical Education Health	Gifted and Talented	ESL	ALP
Assess Implementation (yr 4)	ALP	FACS Bus. Ed DECA	Math Art Music	Science Industrial Tech	Language Arts World Languages	Social Studies Media Services	Physical Education Health	Gifted and Talented	ESL
Mini Audit (yr 5)	ESL	ALP	FACS Bus. Ed DECA	Math Art Music	Science Industrial Tech	Language Arts World Languages	Social Studies Media Services	Physical Education Health	Gifted and Talented
Implement Recommended Improvements (yr 6)	Gifted and Talented	ESL	ALP	FACS Bus. Ed DECA	Math Art Music	Science Industrial Tech	Language Arts World Languages	Social Studies Media Services	Physical Education Health
Monitor and Support implementation (yr 7)	Physical Education Health	Gifted and Talented	ESL	ALP	FACS Bus. Ed DECA	Math Art Music	Science Industrial Tech	Language Arts World Languages	Social Studies Media Services
Program Evaluation (yr 8)	Social Studies Media Services	Physical Education Health	Gifted and Talented	ESL	ALP	FACS Bus. Ed DECA	Math Art Music	Science Industrial Tech	Language Arts World Languages
Prepare for Review Phase (yr 9)	Language Arts World Languages	Social Studies Media Services	Physical Education Health	Gifted and Talented	ESL	ALP	FACS Bus. Ed DECA	Math Art Music	Science Industrial Tech

APPENDIX B

RICHFIELD PUBLIC SCHOOLS

CURRICULUM DESIGN AND DECISION MAKING ASSUMPTIONS

As a result of the academic program and course improvement process, committee review and unit design process and small group work and reflection, Richfield Public Schools curriculum is...

Meaningful: the curriculum emphasizes the active construction of meaning so that all students find purpose in their studies.

Gender Fair: The curriculum represents contributions by and roles open to both women and men.

Inclusive: The curriculum seeks an understanding and appreciation of the wide range of contributions by and roles open to individuals with disabilities.

Multicultural: The curriculum seeks an understanding of and appreciation for historic and contemporary contributions of and is responsive to the Racial and cultural diversity of our nation, state and community so that students develop a sense of pride in their own heritage and respect for that of others.

Technological: The curriculum uses technology throughout the delivery system, examines the influence of technology on students' lives, and gives students the skills they need to use technology to accomplish their own purposes.

Socially responsibility: The curriculum develops in students a sense of social responsibility so that they become aware of their obligations and duties as citizens in a democracy and are sensitive to needs beyond their own.

Reflective: the curriculum fosters in students the skills and attitudes of reflection so that they are able to think critically, creatively and affirmatively.

Holistic: The curriculum gives appropriate emphasis to all the significant aspects of growth and all the types of human intelligence, helping students see the connections between the separate subjects, between the content and themselves and between the content and their environment.

Global: The curriculum develops in students an awareness of global interdependence in all aspects of life, including the environment and the economy.

Open-ended: the curriculum is open-ended in two ways: it is open to revisions and continued refinement; and it provides open access to all students, so that students are not tracked into dead-ends.

Goal-based: The curriculum focuses on significant goals, so that students develop the critical skills and acquire the knowledge they need for effective lifelong learning and full functioning as citizens in a changing society.

APPENDIX C

RICHFIELD PUBLIC SCHOOLS

CURRICULUM DESIGN PROCESS

Work Flow for Curriculum Design

Consistent with research on how learning occurs, standards based teaching and learning requires several layers of work, each of which is clearly aligned with the academic standards. Students, teachers, parents and other stakeholders can describe what must be learned and why and how it is assessed. Students engage in conversations about what makes quality work and are able to take increasing responsibility for their own learning.

This work is completed by the K-12 curriculum review team which includes classroom, ESL and Special Education teachers, TOSAs and administrators. It is then shared across grade levels, with the Management Team, the District Curriculum Advisory Committee, and finally, the Board of Education. Based on analysis of national and state standards and test specifications, current practice and research, write...

Academic Standard: What must the students know and be able to do? What processes must they understand and engage in?

Benchmarks: What elements of the standard must they know and be able to do this year?

Enduring Understanding: What is the big “aha” against this standard? In the students’ language, “What difference does this learning make?” “I can...”, “I know when...”, “I make connections between...”

Key Concepts and Ideas: What content is essential to achieve the enduring understanding?

Critical Skills and Vocabulary: With what skills and vocabulary must students become proficient to successfully access and apply the key concepts and ideas?

Common Instructional Experiences: What instructional experiences, *Habits of Mind*, strategies and resources best support achievement of the academic standard?

Common Assessments: How will the learning be measured and to what extent must the content and processes be mastered? What evidence counts? How can we make sure that evaluation is unbiased, consistent and timely? How will learning be reported?

Instructional Calendar: Key concepts and ideas, critical skills and vocabulary, common instructional experiences and common assessments are written into instructional blocks to ensure targeted differentiation. What must each student ACCOMPLISH during this period of time? How will they/you know?

Following the design team process described above, individuals and/or groups use the work completed to inform development of...

Unit and Course Design: How can the learning be organized? What concepts, ideas and processes support each other or are naturally connected? Should the learning be sequenced chronologically? By topic? Thematically? **At this time, consideration is made for cultural, racial, disability, gender, language and socio-economic relevance and balance.**

Lesson Design in 4 Stages 1)Identify desired results; 2) Determine acceptable evidence; 3)Plan learning experiences and instruction; 4) Reflect on student response to learning experiences and refine:

Learning Objective: What do you want the student to know and be able to do?

- Assessment/Quality Indicators: How will the student describe, monitor, recognize, and demonstrate success/quality?
- What will the STUDENTS do that has a strong effect on learning?
- What learning strategy will be employed?
- What role will technology play?
- In what activities will the students engage?
- Where is student choice advantageous?
- What habits of mind can be developed by or are critical to successful completion of assigned activities?
- What instructional equipment and materials are required? Differentiated?

Evaluation of Student Work/Results: Collegial analysis of student work products is used to inform instructional decisions.

Lesson Evaluation: Reflects on the following questions...

Who was successful?

Who was not?

Where there any surprises?

Disappointments?

Who responded well?

Who responded poorly?

What revisions do you recommend?

Appendix Dated: February 7, 2011

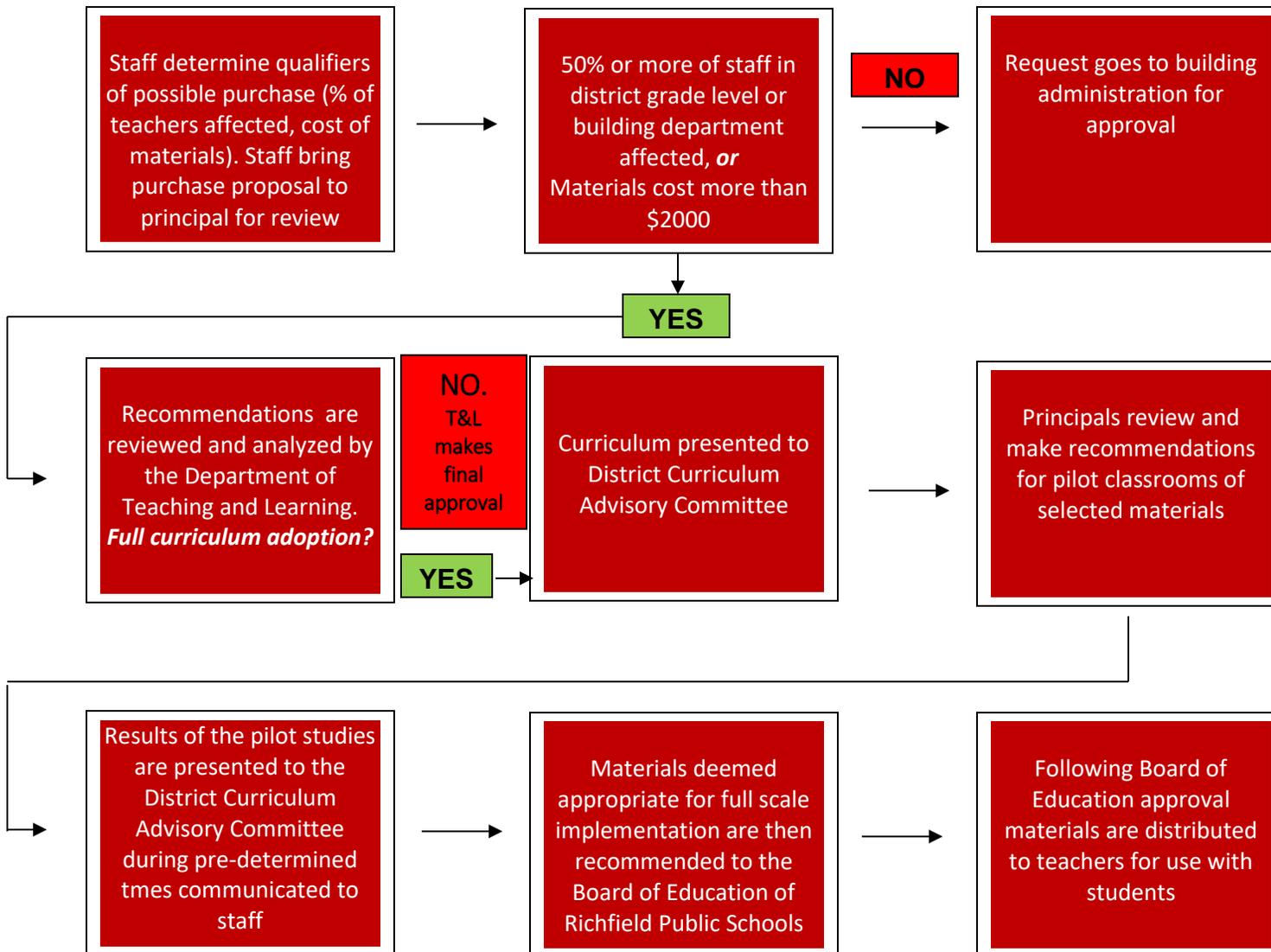
Richfield Public Schools
DRAFT Curriculum Approval and Adoption Process *(updated 9/15)*

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 adoption, 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 adoption, 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 adoption 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.
6. Results of the 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 requests approval of the recommended materials.
8. Following Board of Education approval, 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 materials.

Richfield Public Schools Curriculum Approval and Adoption Process

Created September 3, 2015

This chart shows the major steps of the curriculum approval and adoption process.



NEW BUSINESS – FOR REVIEW

Agenda Item VI.E.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, March 2, 2020

Subject: Policy 404 – Drug and Alcohol Testing

(Recommended by the Superintendent)

A first read of Policy 404 and forms.

Attachments

Policy 404 - Original

MSBA 416

MSBA 416 Attachments

Policy 404 and Attachments – Redlined

RICHFIELD PUBLIC SCHOOLS

DRUG AND ALCOHOL TESTING

I. PURPOSE

- A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. Therefore, to provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minn. Stat. §§ 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are not medically prescribed is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property.
- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school

1 district property. Employees under the influence of alcohol are prohibited from
2 entering or remaining on school district property.

- 3
4 E. Any employee who violates this section shall be subject to discipline which
5 includes, but is not limited to, immediate suspension without pay and immediate
6 discharge.

7
8 **III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL**
9 **BUS DRIVERS AND OTHER POSITIONS REQUIRING A COMMERCIAL**
10 **DRIVERS LICENSE**

11
12 A. General Statement of Policy

13
14 All persons subject to commercial driver's license requirements shall be tested for
15 alcohol, marijuana, cocaine, amphetamines, opiates (including heroin), and
16 phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol
17 or drugs shall be subject to disciplinary action, which may include termination of
18 employment.

19
20 B. Definitions

- 21
22 1. "Actual Knowledge" means actual knowledge by the school district that a
23 driver has used alcohol or controlled substances based on: (a) direct
24 observation of the employee's use (not observation of behavior sufficient to
25 warrant reasonable suspicion testing); (b) information provided by a
26 previous employer; (c) a traffic citation; or (d) an employee's admission,
27 except when made in connection with a qualified employee self-admission
28 program.
- 29
30 2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other
31 than an Evidential Breath Testing Device (EBT), that is approved by the
32 National Highway Traffic Safety Administration and placed on its
33 Conforming Products List for such devices.
- 34
35 3. "Breath Alcohol Technician" (BAT) means an individual who instructs and
36 assists individuals in the alcohol testing process and who operates the EBT.
- 37
38 4. "Commercial Motor Vehicle" (CMV) includes a vehicle which is designed
39 to transport 16 or more passengers, including the driver.
- 40
41 5. "Designated Employer Representative" (DER) means a designated school
42 district representative authorized to take immediate action to remove
43 employees from safety-sensitive duties, to make required decisions in the
44 testing and evaluation process, and to receive test results and other
45 communications for the school district.
- 46
47 6. "Department of Transportation" (DOT) means United States Department of
48 Transportation.
- 49

- 1 7. “Driver” is any person who operates a CMV, including full-time, regularly
2 employed drivers, casual, intermittent or occasional drivers, leased drivers,
3 and independent owner-operator contractors.
4
- 5 8. “Evidential Breath Testing Device” (EBT) means a device approved by the
6 National Highway Traffic Safety Administration for the evidentiary testing
7 of breath for alcohol concentration and placed on its Conforming Products
8 List for such devices.
9
- 10 9. “Medical Review Officer” (MRO) means a licensed physician responsible
11 for receiving and reviewing laboratory results generated by the school
12 district’s drug testing program and for evaluating medical explanations for
13 certain drug tests.
14
- 15 10. “Refusal to Submit” (to an alcohol or controlled substances test) means that
16 a driver: (a) fails to appear for any test within a reasonable time, as
17 determined by the school district, consistent with applicable DOT
18 regulations, after being directed to do so; (b) fails to remain at the testing
19 site until the testing process is complete; (c) fails to provide a urine
20 specimen or an adequate amount of saliva or breath for any DOT drug or
21 alcohol test; (d) fails to permit the observation or monitoring of the driver’s
22 provision of a specimen in the case of a directly observed or monitored
23 collection in a drug test; (e) fails to provide a sufficient breath specimen or
24 sufficient amount of urine when directed and a determination has been made
25 that no adequate medical explanation for the failure exists; (f) fails or
26 declines to take an additional test as directed; (g) fails to undergo a medical
27 examination or evaluation, as directed by the MRO or the DER; (h) fails to
28 cooperate with any part of the testing process (e.g., refuses to empty pockets
29 when so directed by the collector, behaves in a confrontational way that
30 disrupts the collection process, fails to wash hands after being directed to
31 do so by the collector, fails to sign the certification on the forms); (i) fails
32 to follow the observer’s instructions, in an observed collection, to raise the
33 driver’s clothing above the waist, lower clothing and underpants, and to turn
34 around to permit the observer to determine if the driver has any type of
35 prosthetic or other device that could be used to interfere with the collection
36 process; (j) possesses or wears a prosthetic or other device that could be
37 used to interfere with the collection process; (k) admits to the collector or
38 MRO that the driver adulterated or substituted the specimen; or (l) is
39 reported by the MRO as having a verified adulterated or substituted test
40 result. An applicant who fails to appear for a pre-employment test, who
41 leaves the testing site before the pre-employment testing process
42 commences, or who does not provide a urine specimen because he or she
43 has left before it commences is not deemed to have refused to submit to
44 testing.
45
- 46 11. “Safety-sensitive functions” are on-duty functions from the time the driver
47 begins work or is required to be in readiness to work until relieved from
48 work, and include such functions as driving, loading and unloading
49 vehicles, or supervising or assisting in the loading or unloading of vehicles,

1 servicing, repairing, obtaining assistance to repair, or remaining in
2 attendance during the repair of a disabled vehicle.

3
4 12. “Screening Test Technician” (STT) means anyone who instructs and assists
5 individuals in the alcohol testing process and operates an ASD.

6
7 13. “Stand Down” means to temporarily remove an employee from performing
8 safety-sensitive functions after a laboratory reports a confirmed positive, an
9 adulterated, or a substituted test result but before the MRO completes the
10 verification process.

11
12 14. “Substance Abuse Professional” (SAP) means a qualified person who
13 evaluates employees who have violated a DOT drug and alcohol regulation
14 and makes recommendations concerning education, treatment, follow-up
15 testing, and aftercare.

16
17 C. Policy and Educational Materials

18
19
20 1. The school district shall provide a copy of this policy and procedures to
21 each driver prior to the start of its alcohol and drug testing program and to
22 each driver subsequently hired or transferred into a position requiring
23 driving of a CMV.

24
25 2. The school district shall provide to each driver information concerning the
26 effects of alcohol and controlled substances use on an individual’s health,
27 work, and personal life; signs and symptoms of an alcohol or drug problem;
28 and available methods of intervening when an alcohol or drug problem is
29 suspected, including confrontation, referral to an employee assistance
30 program, and/or referral to management.

31
32 3. The school district shall provide written notice to representatives of
33 employee organizations that the information described above is available.

34
35 4. The school district shall require each driver to sign a statement certifying
36 that he or she has received a copy of the policy and materials. This statement
37 should be in the form of Attachment A to this policy. The school district
38 will maintain the original signed certificate and will provide a copy to the
39 driver if the driver so requests.

40
41
42 D. Alcohol and Controlled Substances Testing Program Manager

43
44
45 1. The program manager will coordinate the implementation, direction, and
46 administration of the alcohol and controlled substances testing policy for
47 bus drivers. The program manager is the principal contact for the collection
48 site, the testing laboratory, the MRO, the BAT, the SAP, and the person

1 submitting to the test. Employee questions concerning this policy shall be
2 directed to the program manager.

- 3
4 2. The school district shall designate a program manager and provide written
5 notice of the designation to each driver along with this policy.
6

7 E. Specific Prohibitions for Drivers
8
9

10 1. Alcohol Concentration. No driver shall report for duty or remain on duty
11 requiring the performance of safety-sensitive functions while having an
12 alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04
13 will be taken out of service and will be subject to evaluation by a
14 professional and retesting at the driver's expense.
15

16 2. Alcohol Possession. No driver shall be on duty or operate a CMV while the
17 driver possesses alcohol.
18

19 3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive
20 functions.
21

22 4. Pre-Duty Use. No driver shall perform safety-sensitive functions within
23 four (4) hours after using alcohol.
24

25 5. Use Following an Accident. No driver required to take a post-accident test
26 shall use alcohol for eight (8) hours following the accident, or until he or
27 she undergoes a post-accident alcohol test, whichever occurs first.
28

29 6. Refusal to Submit to a Required Test. No driver shall refuse to submit to
30 an alcohol or controlled substances test required by post-accident, random,
31 reasonable suspicion, return-to-duty, or follow-up testing requirements. A
32 verified adulterated or substituted drug test shall be considered a refusal to
33 test.
34

35 7. Use of Controlled Substances. No driver shall report for duty or remain on
36 duty requiring the performance of safety-sensitive functions when the driver
37 uses any controlled substance, except when the use is pursuant to
38 instructions (which have been presented to the school district) from a
39 licensed physician who has advised the driver that the substance does not
40 adversely affect the driver's ability to safely operate a CMV.
41

42 8. Positive, Adulterated, or Substituted Test for Controlled Substance. No
43 driver shall report for duty, remain on duty, or perform a safety-sensitive
44 function if the driver tests positive for controlled substances or has
45 adulterated or substituted a test specimen for controlled substances.
46

47 9. General Prohibition. Drivers are also subject to the general policies and
48 procedures of the school district which prohibit the possession, transfer,
49 sale, exchange, reporting to work under the influence of drugs or alcohol,

1 and consumption of drugs or alcohol while at work or while on school
2 district premises or operating any school district vehicle, machinery, or
3 equipment.
4

5 F. Other Alcohol-Related Conduct
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7

8 No driver found to have an alcohol concentration of 0.02 or greater but less than
9 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours
10 following administration of the test. The school district will not take any action
11 under this policy other than removal from safety-sensitive functions based solely
12 on test results showing an alcohol concentration of less than 0.04 but may take
13 action otherwise consistent with law and policy of the school district.
14

15 G. Prescription Drugs
16

17 A driver shall inform his or her supervisor if at any time the driver is using a
18 controlled substance pursuant to a physician's prescription. The physician's
19 instructions shall be presented to the school district upon request. Use of a
20 prescription drug shall be allowed if the physician has advised the driver that the
21 prescribed drug will not adversely affect the driver's ability to safely operate a
22 CMV.
23

24 H. Testing Requirements
25

26 1. Pre-Employment Testing
27
28

29 a. A driver applicant shall undergo testing for alcohol and controlled
30 substances before the first time the driver performs safety-sensitive
31 functions for the school district.
32
33

34 b. Tests shall be conducted only after the applicant has received a
35 conditional offer of employment.
36

37 c. In order to be hired, the applicant must test negative and must sign
38 an agreement in the form of Attachment B to this policy, authorizing
39 former employers to release to the school district all information on
40 the applicant's alcohol tests with results of blood alcohol
41 concentration of 0.04 or higher, or verified positive results for
42 controlled substances, or refusals to be tested (including verified
43 adulterated or substituted drug test results), or any other violations
44 of DOT agency drug and alcohol testing regulations, or, if the
45 applicant violated the testing regulations, documentation of the
46 applicant's successful completion of DOT return-to-duty
47 requirements (including follow-up tests), within the preceding two
48 (2) years.
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- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

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2. Post-Accident Testing

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

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3. Random Testing

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

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- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, at a minimum annual percentage of 50%.
 - c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made.
 - d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
 - e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.
4. Reasonable Suspicion Testing
- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances on duty or within four (4) hours before coming on duty. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
 - b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
 - c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.

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- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

- 5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances.

- 6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

- 7. Refusal to Submit and Attendant Consequences
 - a. A driver or driver applicant may refuse to submit to drug and alcohol testing.

 - b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 U.S.C. § 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

 - c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.

 - d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

- 1 e. Drivers or driver applicants who refuse to submit to required testing
2 will be required to sign Attachment C to this policy.
3

4 I. Testing Procedures
5

6 1. Drug Testing
7

- 8
9 a. Drug testing is conducted by analyzing a donor's urine specimen.
10 Split urine samples will be collected in accordance with federal
11 regulations. The donor will provide a urine sample at a designated
12 collection site. The collection site personnel will then pour the
13 sample into two sample bottles, labeled "primary" and "split," seal
14 the specimen bottles, complete the chain of custody form, and
15 prepare the specimen bottles for shipment to the testing laboratory
16 for analysis. The specimen preparation shall be conducted in sight
17 of the donor.
18

- 19 b. If the donor is unable to provide the appropriate quantity of urine,
20 the collection site person shall instruct the individual to drink up to
21 forty (40) ounces of fluid distributed reasonably through a period of
22 up to three (3) hours to attempt to provide a sample. If the individual
23 is still unable to provide a complete sample, the test shall be
24 discontinued and the school district notified. The DER shall refer
25 the donor for a medical evaluation to determine if the donor's
26 inability to provide a specimen is genuine or constitutes a refusal to
27 test. For pre-employment testing, the school district may elect to
28 not have a referral made, and revoke the employment offer.
29

- 30 c. Drug test results are reported directly to the MRO by the testing
31 laboratory. The MRO reports the results to the DER. If the results
32 are negative, the school district is informed and no further action is
33 necessary. If the test result is confirmed positive, adulterated,
34 substituted, or invalid, the MRO shall give the donor an opportunity
35 to discuss the test result. The MRO will contact the donor directly,
36 on a confidential basis, to determine whether the donor wishes to
37 discuss the test result. The MRO shall notify each donor that the
38 donor has seventy-two (72) hours from the time of notification in
39 which to request a test of the split specimen at the donor's expense.
40 No split specimen testing is done for an invalid result.
41

- 42 d. If the donor requests an analysis of the split specimen within
43 seventy-two (72) hours of having been informed of a confirmed
44 positive test, the MRO shall direct, in writing, the laboratory to
45 provide the split specimen to another Department of Health and
46 Human Services – SAMHSA certified laboratory for analysis. If the
47 donor has not contacted the MRO within seventy-two (72) hours,
48 the donor may present the MRO information documenting that
49 serious illness, injury, inability to contact the MRO, lack of actual

1 notice of the confirmed positive test, or other circumstances
2 unavoidably prevented the donor from timely making contact. If the
3 MRO concludes that a legitimate explanation for the donor's failure
4 to contact him/her within seventy-two (72) hours exists, the MRO
5 shall direct the analysis of the split specimen. The MRO will review
6 the confirmed positive test result to determine whether an acceptable
7 medical reason for the positive result exists. The MRO shall
8 confirm and report a positive test result to the DER and the
9 employee when no legitimate medical reason for a positive test
10 result as received from the testing laboratory exists.

11
12 e. If, after making reasonable efforts and documenting those efforts,
13 the MRO is unable to reach the donor directly, the MRO must
14 contact the DER who will direct the donor to contact the MRO. If
15 the DER is unable to contact the donor, the donor will be suspended
16 from performing safety-sensitive functions.

17
18 f. The MRO may confirm the test as a positive without having
19 communicated directly with the donor about the test results under
20 the following circumstances:

21
22 (1) The donor expressly declines the opportunity to discuss the
23 test results;

24
25 (2) The donor has not contacted the MRO within seventy-two
26 (72) hours of being instructed to do so by the DER; or

27
28 (3) The MRO and the DER, after making and documenting all
29 reasonable efforts, have not been able to contact the donor
30 within ten (10) days of the date the confirmed test result was
31 received from the laboratory.

32
33 2. Alcohol Testing

34
35
36 a. The federal alcohol testing regulations require testing to be
37 administered by a BAT using an EBT or an STT using an ASD.
38 EBTs and ASDs can be used for screening tests but only EBTs can
39 be used for confirmation tests.

40
41 b. Any test result less than 0.02 alcohol concentration is considered a
42 "negative" test.

43
44 c. If the donor is unable to provide sufficient saliva for an ASD, the
45 DER will immediately arrange to use an EBT. If the donor attempts
46 and fails to provide an adequate amount of breath, the school district
47 will direct the donor to obtain a written evaluation from a licensed
48 physician to determine if the donor's inability to provide a breath
49 sample is genuine or constitutes a refusal to test.

1
2 d. If the screening test results show alcohol concentration of 0.02 or
3 higher, a confirmatory test conducted on an EBT will be required to
4 be performed between fifteen (15) and thirty (30) minutes after the
5 completion of the screening test.
6

7 e. Alcohol tests are reported directly to the DER.
8

9 J. Driver/Driver Applicant Rights
10

11 1. All drivers and driver applicants subject to the controlled substances testing
12 provisions of this policy who receive a confirmed positive test result for the
13 use of controlled substances have the right to request, at the driver's or
14 driver applicant's expense, a confirming retest of the split urine sample. If
15 the confirming retest is negative, no adverse action will be taken against the
16 driver, and a driver applicant will be considered for employment.
17

18
19 2. The school district will not discharge a driver who, for the first time,
20 receives a confirmed positive drug or alcohol test UNLESS:
21

22 a. The school district has first given the employee an opportunity to
23 participate in, at the employee's own expense or pursuant to
24 coverage under an employee benefit plan, either a drug or alcohol
25 counseling or rehabilitation program, whichever is more
26 appropriate, as determined by the school district after consultation
27 with the SAP; and
28

29 b. The employee refuses to participate in the recommended program,
30 or fails to successfully complete the program as evidenced by
31 withdrawal before its completion or by a positive test result on a
32 confirmatory test after completion of the program.
33

34 c. This limitation on employee discharge does not bar discharge of an
35 employee for reasons independent of the first confirmed positive test
36 result.
37

38 K. Testing Laboratory
39

40 The testing laboratory for controlled substances will be **Quest Diagnostics**, which
41 is a laboratory certified by the Department of Health and Human Services –
42 SAMHSA to perform controlled substances testing pursuant to federal regulations.
43

44 L. Confidentiality of Test Results
45

46 All alcohol and controlled substances test results and required records of the drug
47 and alcohol testing program are considered confidential information under federal
48 law and private data on individuals as that phrase is defined in Minn. Stat. Ch. 13.
49 Any information concerning the individual's test results and records shall not be

1 released without written permission of the individual, except as provided for by
2 regulation or law.

3
4 M. Recordkeeping Requirements and Retention of Records

5
6 1. The school district shall keep and maintain records in accordance with the
7 federal regulations in a secure location with controlled access.

8
9
10 2. The required records shall be retained for the following minimum periods:

11
12 Basic records 5 years

13
14 “Basic records” includes records of: (a) alcohol test results with
15 concentration of 0.02 or greater; (b) verified positive drug test
16 results; (c) refusals to submit to required tests (including substituted
17 or adulterated drug test results); (d) SAP reports; (e) all follow-up
18 tests and schedules for follow-up tests; (f) calibration
19 documentation; (g) administration of the testing programs; and (h)
20 each annual calendar year summary.

21
22 Information obtained from previous employers 3 years

23 Collection records 2 years

24 Negative and cancelled drug tests 1 year

25 Alcohol tests with less than 0.02 concentration 1 year

26 Education and training records indefinite

27
28 “Education and training records” must be maintained while the
29 individuals perform the functions which require training and for the
30 two (2) years after ceasing to perform those functions.

31
32 N. Training

33
34 The school district shall ensure all persons designated to supervise drivers receive
35 training. The designated employees shall receive at least sixty (60) minutes of
36 training on alcohol misuse and at least sixty (60) minutes of training on controlled
37 substances use. The training shall include physical, behavioral, speech, and
38 performance indicators of probable misuse of alcohol and use of controlled
39 substances. The training will be used by the supervisors to make determinations of
40 reasonable suspicion.

41
42 O. Consequences of Prohibited Conduct and Enforcement

43
44 1. Removal. The school district shall remove a driver who has engaged in
45 prohibited conduct from safety-sensitive functions. A driver shall not be
46 permitted to return to safety-sensitive functions until and unless the return-
47 to-duty requirements of federal DOT regulations have been completed.

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49 2. Referral, Evaluation, and Treatment

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- a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.
- b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.
- c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.
- d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

- a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957. For purposes of such additional, non-mandatory

1 testing, drivers fall within the definition of “other employees” covered by Section
2 IV. of this policy.
3
4

5 **IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES**
6

7 The school district may request or require drug and alcohol testing for other school district
8 personnel, i.e., employees who are not school bus drivers, positions requiring a commercial
9 driver’s license, or job applicants for such positions. The school district does not have a
10 legal duty to request or require any employee or job applicant to undergo drug and alcohol
11 testing as authorized in this policy, except for school bus drivers and other drivers of CMVs
12 who are subject to federally mandated testing. (See Section III. of this policy.) If a school
13 bus driver is requested or required to submit to drug or alcohol testing beyond that
14 mandated by federal law, the provisions of Section IV. of this policy will be applicable to
15 such testing.
16

17 A. Circumstances Under Which Drug or Alcohol Testing May Be Requested or
18 Required:
19

20 1. General Limitations
21

- 22 a. The school district will not request or require an employee or job
23 applicant whose position does not require a commercial driver’s
24 license to undergo drug or alcohol testing, unless the testing is done
25 pursuant to this drug and alcohol testing policy; and is conducted by
26 a testing laboratory which participates in one of the programs listed
27 in Minn. Stat. § 181.953, Subd. 1.
28
29 b. The school district will not request or require an employee or job
30 applicant whose position does not require a commercial driver’s
31 license to undergo drug and alcohol testing on an arbitrary and
32 capricious basis.
33

34 2. Job Applicant Testing
35

36 The school district may request or require any job applicant whose position
37 does not require a commercial driver’s license to undergo drug and alcohol
38 testing, provided a job offer has been made to the applicant and the same
39 test is requested or required of all job applicants conditionally offered
40 employment for that position. If a job applicant has received a job offer
41 which is contingent on the applicant’s passing drug and alcohol testing, the
42 school district may not withdraw the offer based on a positive test result
43 from an initial screening test that has not been verified by a confirmatory
44 test. In the event the job offer is subsequently withdrawn, the school district
45 shall notify the job applicant of the reason for its action.
46

47 3. Random Testing
48

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

4
5 4. Reasonable Suspicion Testing
6

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

- 10
11 a. is under the influence of drugs or alcohol;
12
13 b. has violated the school district's written work rules prohibiting the
14 use, possession, sale, or transfer of drugs or alcohol while the
15 employee is working or while the employee is on the school
16 district's premises or operating the school district's vehicles,
17 machinery, or equipment;
18
19 c. has sustained a personal injury, as that term is defined in Minn. Stat.
20 § 176.011, Subd. 16, or has caused another employee to sustain a
21 personal injury; or
22
23 d. has caused a work-related accident or was operating or helping to
24 operate machinery, equipment, or vehicles involved in a work-
25 related accident.
26

27 5. Treatment Program Testing
28

29 The school district may request or require any employee to undergo drug
30 and alcohol testing if the employee has been referred by the school district
31 for chemical dependency treatment or evaluation or is participating in a
32 chemical dependency treatment program under an employee benefit plan,
33 in which case the employee may be requested or required to undergo drug
34 and alcohol testing without prior notice during the evaluation or treatment
35 period and for a period of up to two (2) years following completion of any
36 prescribed chemical dependency treatment program.
37

38 6. Routine Physical Examination Testing
39

40 The school district may request or require any employee to undergo drug
41 and alcohol testing as part of a routine physical examination provided the
42 drug or alcohol test is requested or required no more than once annually and
43 the employee has been given at least two weeks' written notice that a drug
44 or alcohol test may be requested or required as part of the physical
45 examination.
46

47 B. No Legal Duty to Test
48

1 The school district does not have a legal duty to request or require any employee or
2 job applicant whose position does not require a commercial driver's license to
3 undergo drug and alcohol testing.
4

5 C. Definitions
6

- 7 1. "Drug" means a controlled substance as defined in Minnesota Statutes.
8
- 9 2. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol
10 test" mean analysis of a body component sample according to the standards
11 established under one of the programs listed in Minn. Stat. § 181.953, Subd.
12 1, for the purpose of measuring the presence or absence of drugs, alcohol,
13 or their metabolites in the sample tested.
14
- 15 3. "Other Employees" means any persons, independent contractors, or persons
16 working for an independent contractor who perform services for the school
17 district for compensation, either full time or part time, in whatever form,
18 except for persons whose positions require a commercial driver's license,
19 and includes both professional and nonprofessional personnel. Persons
20 whose positions require a commercial driver's license are primarily
21 governed by the provisions of the school district's drug and alcohol testing
22 policy relating to school bus drivers (Section III.). To the extent that the
23 drug and alcohol testing of persons whose positions require a commercial
24 driver's license is not mandated by federal law and regulations, such testing
25 shall be governed by Section IV. of this policy and the drivers shall fall
26 within this definition of "other employees."
27
- 28 4. "Job applicant" means a person, independent contractor, or person working
29 for an independent contractor who applies to become an employee of the
30 school district in a position that does not require a commercial driver's
31 license, and includes a person who has received a job offer made contingent
32 on the person's passing drug or alcohol testing. Job applicants for positions
33 requiring a commercial driver's license are governed by the provisions of
34 the school district's drug and alcohol testing policy relating to school bus
35 drivers (Section III.).
36
- 37 5. "Positive test result" means a finding of the presence of drugs, alcohol, or
38 their metabolites in the sample tested in levels at or above the threshold
39 detection levels contained in the standards of one of the programs listed in
40 Minn. Stat. § 181.953, Subd. 1.
41
- 42 6. "Random selection basis" means a mechanism for selection of employees
43 that:
 - 44 a. results in an equal probability that any employee from a group of
45 employees subject to the selection mechanism will be selected; and
46
 - 47 b. does not give the school district discretion to waive the selection of
48 any employee selected under the mechanism.
49

- 1
2 7. “Reasonable suspicion” means a basis for forming a belief based on specific
3 facts and rational inferences drawn from those facts.
4
5 8. “Safety-sensitive position” means a job, including any supervisory or
6 management position, in which an impairment caused by drug or alcohol
7 usage would threaten the health or safety of any person.
8

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

11
12 1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol
13 Testing

14
15 Any employee or job applicant whose position does not require a
16 commercial driver’s license has the right to refuse drug and alcohol testing
17 subject to the provisions contained in Paragraphs 2. and 3. of this Section
18 D.
19

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

22
23 Any employee in a position that does not require a commercial driver’s
24 license who refuses to undergo drug and alcohol testing in the circumstances
25 set out in the Random Testing, Reasonable Suspicion Testing, and
26 Treatment Program Testing provisions of this policy may be subject to
27 disciplinary action, up to and including immediate discharge.
28

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

31
32 Any job applicant for a position which does not require a commercial
33 driver’s license who refuses to undergo drug and alcohol testing pursuant to
34 the Job Applicant Testing provision of this policy shall not be employed.
35

36 E. Reliability and Fairness Safeguards

37
38 1. Pretest Notice

39
40 Before requesting an employee or job applicant whose position does not
41 require a commercial driver’s license to undergo drug or alcohol testing, the
42 school district shall provide the employee or job applicant with a Pretest
43 Notice in the form of Attachment D to this policy on which to acknowledge
44 that the employee or job applicant has received the school district’s drug
45 and alcohol testing policy.
46

47 2. Notice of Test Results
48

1 Within three (3) working days after receipt of a test result report from the
2 testing laboratory, the school district shall inform in writing an employee or
3 job applicant who has undergone drug or alcohol testing of a negative test
4 result on an initial screening test or of a negative or positive test result on a
5 confirmatory test.
6

7 3. Notice of and Right to Test Result Report
8

9 Within three (3) working days after receipt of a test result report from the
10 testing laboratory, the school district shall inform in writing, an employee
11 or job applicant who has undergone drug or alcohol testing of the employee
12 or job applicant's right to request and receive from the school district a copy
13 of the test result report on any drug or alcohol test.
14

15 4. Notice of and Right to Explain Positive Test Result
16

17 a. If an employee or job applicant has a positive test result on a
18 confirmatory test, the school district shall provide him or her with
19 notice of the test results and, at the same time, written notice of the
20 right to explain the results and to submit additional information.
21

22 b. The school district may request that the employee or job applicant
23 indicate any over-the-counter or prescription medication that the
24 individual is currently taking or has recently taken and any other
25 information relevant to the reliability of, or explanation for, a
26 positive test result.
27

28 c. Within three (3) working days after notice of a positive test result on
29 a confirmatory test, an employee or job applicant may submit
30 information (in addition to any information already submitted) to the
31 school district to explain that result.
32

33 5. Notice of and Right to Request Confirmatory Retests
34

35 a. If an employee or job applicant has a positive test result on a
36 confirmatory test, the school district shall provide him or her with
37 notice of the test results and, at the same time, written notice of the
38 right to request a confirmatory retest of the original sample at his or
39 her expense.
40

41 b. An employee or job applicant may request a confirmatory retest of
42 the original sample at his or her own expense after notice of a
43 positive test result on a confirmatory test. Within five (5) working
44 days after notice of the confirmatory test result, the employee or job
45 applicant shall notify the school district in writing of his or her
46 intention to obtain a confirmatory retest. Within three (3) working
47 days after receipt of the notice, the school district shall notify the
48 original testing laboratory that the employee or job applicant has
49 requested the laboratory to conduct the confirmatory retest or to

1 transfer the sample to another laboratory licensed under Minn. Stat.
2 § 181.953, Subd. 1 to conduct the confirmatory retest. The original
3 testing laboratory shall ensure that appropriate chain-of-custody
4 procedures are followed during transfer of the sample to the other
5 laboratory. The confirmatory retest must use the same drug or
6 alcohol threshold detection levels as used in the original
7 confirmatory test. If the confirmatory retest does not confirm the
8 original positive test result, no adverse personnel action based on the
9 original confirmatory test may be taken against the employee or job
10 applicant.

- 11
12 6. If an employee or job applicant has a positive test result on a confirmatory
13 test, the school district, at the time of providing notice of the test results,
14 shall also provide written notice to inform him or her of other rights
15 provided under Sections F. or G., below, whichever is applicable.

16
17 Attachments E and F to this policy provide the Notices described in
18 Paragraphs 2. through 6. of this Section E.

19
20 F. Discharge and Discipline of Employees Whose Positions Do Not Require a
21 Commercial Driver's License

- 22
23 1. The school district may not discharge, discipline, discriminate against,
24 request, or require rehabilitation of an employee on the basis of a positive
25 test result from an initial screening test that has not been verified by a
26 confirmatory test.
27
28 2. In the case of a positive test result on a confirmatory test, the employee shall
29 be subject to discipline which includes, but is not limited to, immediate
30 suspension without pay and immediate discharge, pursuant to the provisions
31 of this policy.
32
33 3. The school district may not discharge an employee for whom a positive test
34 result on a confirmatory test was the first such result for the employee on a
35 drug or alcohol test requested by the school district, unless the following
36 conditions have been met:
37
38 a. The school district has first given the employee an opportunity to
39 participate in, at the employee's own expense or pursuant to
40 coverage under an employee benefit plan, either a drug or alcohol
41 counseling or rehabilitation program, whichever is more
42 appropriate, as determined by the school district after consultation
43 with a certified chemical abuse counselor or a physician trained in
44 the diagnosis and treatment of chemical dependency; and
45
46 b. The employee has either refused to participate in the counseling or
47 rehabilitation program or has failed to successfully complete the
48 program, as evidenced by withdrawal from the program before its

1 completion or by a positive test result on a confirmatory test after
2 completion of the program.

- 3
- 4 4. Notwithstanding Paragraph 1., the school district may temporarily suspend
5 the tested employee or transfer that employee to another position at the same
6 rate of pay pending the outcome of the confirmatory test and, if requested,
7 the confirmatory retest, provided the school district believes that it is
8 reasonably necessary to protect the health or safety of the employee, co-
9 employees or the public. An employee who has been suspended without
10 pay must be reinstated with back pay if the outcome of the confirmatory test
11 or requested confirmatory retest is negative.
- 12
- 13 5. The school district may not discharge, discipline, discriminate against,
14 request, or require rehabilitation of an employee on the basis of medical
15 history information revealed to the school district, unless the employee was
16 under an affirmative duty to provide the information before, upon or after
17 hire.
- 18
- 19 6. An employee must be given access to information in his or her personnel
20 file relating to positive test result reports and other information acquired in
21 the drug and alcohol testing process and conclusions drawn from and
22 actions taken based on the reports or other acquired information.

23

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

26

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

32

33 H. Chain-of-Custody Procedures

34

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

- 38
- 39 1. Possession of a sample must be traceable to the employee from whom the
40 sample is collected, from the time the sample is collected through the time
41 the sample is delivered to the laboratory;
- 42
- 43 2. The sample must always be in the possession of, must always be in view of,
44 or must be placed in a secure area by a person authorized to handle the
45 sample;
- 46
- 47 3. A sample must be accompanied by a written chain-of-custody record; and
- 48

- 1 4. Individuals relinquishing or accepting possession of the sample must record
2 the time the possession of the sample was transferred and must sign and
3 date the chain-of-custody record at the time of transfer.
4

5 I. Privacy, Confidentiality and Privilege Safeguards
6

7 1. Privacy Limitations
8

9 A laboratory may only disclose to the school district test result data
10 regarding the presence or absence of drugs, alcohol or their metabolites in
11 a sample tested.
12

13 2. Confidentiality Limitations
14

15 With respect to employees and job applicants, test result reports and other
16 information acquired in the drug or alcohol testing process are private data
17 on individuals as that phrase is defined in Minn. Stat. Ch. 13, and may not
18 be disclosed by the school district or laboratory to another employer or to a
19 third-party individual, governmental agency, or private organization
20 without the written consent of the employee or job applicant tested.
21

22 3. Exceptions to Privacy and Confidentiality Disclosure Limitations
23

24 Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on
25 a confirmatory test may be: (1) used in an arbitration proceeding pursuant
26 to a collective bargaining agreement, an administrative hearing under Minn.
27 Stat. Ch. 43A or other applicable state or local law, or a judicial proceeding,
28 provided that information is relevant to the hearing or proceeding; (2)
29 disclosed to any federal agency or other unit of the United States
30 government as required under federal law, regulation or order, or in
31 accordance with compliance requirements of a federal government contract;
32 and (3) disclosed to a substance abuse treatment facility for the purpose of
33 evaluation or treatment of the employee.
34

35 4. Privilege
36

37 Positive test results from the school district drug or alcohol testing program
38 may not be used as evidence in a criminal action against the employee or
39 job applicant tested.
40

41 J. Notice of Testing Policy to Affected Employees
42

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

1
2 **V. POSTING**
3

4 The school district shall post notice in an appropriate and conspicuous location on its
5 premises that it has adopted a drug and alcohol testing policy and that copies of the policy
6 are available for inspection during regular business hours by its employees or job applicants
7 in its personnel office or other suitable locations.
8
9

10 **Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
11 Minn. Stat. Ch. 43A (State Personnel Management)
12 Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the
13 Workplace)
14 Minn. Stat. § 221.031 (Motor Carrier Rules)
15 49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of
16 1991)
17 49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
18 49 C.F.R. Parts 40 and 382 (Department of Transportation Rules
19 Implementing Omnibus Transportation Employee Testing Act of 1991)
20

21 **Cross-References:** Board Policy 104 - Drug-Free Workplace/Drug-Free School
22 *Board Policy 110 – Chemical Use/Abuse*
23 *Board Policy 412 – Public and Private Personnel Data*
24
25

26 *Cross Reference:*
27
28
29
30
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32

33 ADOPTED BY THE BOARD OF EDUCATION: September 5, 1995
34

35 AMENDED BY THE BOARD OF EDUCATION: November 6, 2000, November 15,
36 2004. August 13, 2012
37

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Attachment A

(TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD)

— PRETEST NOTICE —

I, _____, the undersigned employee/job applicant of Independent School District No. 280, Richfield, Minnesota ("School District") do hereby acknowledge that I have been provided a copy of the School District's Drug and Alcohol Testing Policy.

Date: _____

Signature of Employee/Job Applicant

Attachment B

(TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD)

— POST TEST NOTICE —

I am currently taking or have recently taken:

_____ no over-the-counter or prescription medications; or

_____ the following over-the-counter or prescription medications:

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

Date: _____

Signature of Employee/Job Applicant

Attachment C

**WAIVER AND CONSENT TO SUBMIT
TO DRUG AND ALCOHOL TESTING**

I hereby agree to submit to drug or alcohol testing on a random basis as required by my employer, Independent School District No. 280. I understand that such testing may include any method of analysis at my employer's discretion, including intoxilyzer (breath-testing), blood test, or urine test, and may occur at any time without prior notice to me. I understand that I have certain rights under state law regarding drug and alcohol testing and I have been provided a copy of the law applicable to those rights and have had an opportunity to review it. I hereby waive all of my rights regarding employer drug and alcohol testing under state law including, but not limited to, the right to written notice of drug and alcohol testing pursuant to a school district policy and confirmatory retest. I understand that a positive drug or alcohol test will subject me to discipline which includes, but is not limited to, immediate suspension without pay or immediate discharge, pursuant to the provisions of this policy. I specifically acknowledge that this waiver and consent is completely voluntary and no school district official has coerced me in any manner.

Dated: _____
Name

Dated: _____
Witness

Adopted: _____

MSBA/MASA Model Policy 416

Orig. 1995

Revised: _____

Rev. 2015

416 DRUG AND ALCOHOL TESTING

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

I. PURPOSE

- A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. Therefore, to provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minn. Stat. §§ 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not

medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property.

- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.
- E. Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.

3. “Breath Alcohol Technician” (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. “Commercial Motor Vehicle” (CMV) includes a vehicle which is designed to transport 16 or more passengers, including the driver.
5. “Designated Employer Representative” (DER) means a designated school district representative authorized to take immediate action to remove employees from safety-sensitive duties, to make required decisions in the testing and evaluation process, and to receive test results and other communications for the school district.
6. “Department of Transportation” (DOT) means United States Department of Transportation.
7. “Driver” is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
8. “Evidential Breath Testing Device” (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
9. “Medical Review Officer” (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district’s drug testing program and for evaluating medical explanations for certain drug tests.
10. “Refusal to Submit” (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver’s provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the

certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

11. "Safety-sensitive functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
12. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
13. "Stand Down" means to temporarily remove an employee from performing safety-sensitive functions after a laboratory reports a confirmed positive, an adulterated, or a substituted test result but before the MRO completes the verification process.
14. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

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

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.

2. The school district shall provide to each driver information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that he or she has received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

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

D. Alcohol and Controlled Substances Testing Program Manager

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

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

E. Specific Prohibitions for Drivers

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

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.

2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

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

No driver found to have an alcohol concentration of 0.02 or greater but less than

0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and policy of the school district.

G. Prescription Drugs

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

H. Testing Requirements

1. Pre-Employment Testing

[Note: 49 C.F.R. § 382.301 details the requirements for pre-employment testing.]

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.

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

- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. In order to be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-

up tests), within the preceding two (2) years.

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

- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

2. Post-Accident Testing

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

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

substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

3. Random Testing

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

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

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

- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

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

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

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

5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances.

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

6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled

substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

7. Refusal to Submit and Attendant Consequences

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

- a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
- b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 U.S.C. § 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.
- c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
- d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.
- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

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

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated

collection site. The collection site personnel will then pour the sample into two sample bottles, labeled “primary” and “split,” seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.

- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor’s inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor’s expense. No split specimen testing is done for an invalid result.
- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor’s failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test

result as received from the testing laboratory exists.

- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
 - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

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

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
- b. Any test result less than 0.02 alcohol concentration is considered a “negative” test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor’s inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.

- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

- 1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

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

- 2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
 - b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
 - c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be [*name, address, telephone number*], which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

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

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

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

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

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

Information obtained from previous employers	3 years
Collection records	2 years
Negative and cancelled drug tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and

performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

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

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

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

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

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

b. The school district will offer a driver an opportunity to return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if no reasons independent of the first test result for discharge exist. Otherwise, the school district may choose, but is not required, to provide an SAP evaluation or any subsequent recommended education or treatment.]

c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to

comply with follow-up testing requirements.

3. Disciplinary Action

- a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

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

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

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

1. General Limitations

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

2. Job Applicant Testing

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

3. Random Testing

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

4. Reasonable Suspicion Testing

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

- a. is under the influence of drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the

employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

- c. has sustained a personal injury, as that term is defined in Minn. Stat. § 176.011, Subd. 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

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

6. Routine Physical Examination Testing

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

B. No Legal Duty to Test

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

C. Definitions

- 1. "Drug" means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.
- 2. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, Subd. 1, for the purpose of measuring the presence or absence of

drugs, alcohol, or their metabolites in the sample tested.

3. “Other Employees” means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver’s license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver’s license are primarily governed by the provisions of the school district’s drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver’s license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of “other employees.”
4. “Job applicant” means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver’s license, and includes a person who has received a job offer made contingent on the person’s passing drug or alcohol testing. Job applicants for positions requiring a commercial driver’s license are governed by the provisions of the school district’s drug and alcohol testing policy relating to school bus drivers (Section III.).
5. “Positive test result” means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minn. Stat. § 181.953, Subd. 1.
6. “Random selection basis” means a mechanism for selection of employees that:
 - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
7. “Reasonable suspicion” means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
8. “Safety-sensitive position” means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

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

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

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

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

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

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

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

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

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

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee

or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide him or her with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.
- b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
- c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.
- d. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide him or her with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.
- b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same

drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

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

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

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

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the

same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in his or her personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

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

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

H. Chain-of-Custody Procedures

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

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view

of, or must be placed in a secure area by a person authorized to handle the sample;

3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

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

2. Confidentiality Limitations

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

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

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

4. Privilege

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

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing

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

V. POSTING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

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

ATTACHMENTS TO DRUG AND ALCOHOL TESTING POLICY

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

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

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

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

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— DRIVER ACKNOWLEDGMENT —
DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

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

The District's policy was provided to me:

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

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

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

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— BUS DRIVER OR DRIVER APPLICANT —
AUTHORIZATION TO RELEASE INFORMATION

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

Employee Printed or Typed Name: _____

Employee SS or ID Number: _____

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

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

Employee Signature: _____ Date: _____

Section I-A.

School District Name: _____

Address: _____

Phone #: _____ Fax #: _____

Designated Employer Representative: _____

Section I-B.

Previous Employer Name: _____

Address: _____

Phone #: _____

Designated Employer Representative (if known): _____

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

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

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

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

Section II-B.

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

Title: _____

Phone #: _____

Date: _____

(D R A F T)

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

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

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

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

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

Date: _____

Time: _____

Signature of Employee/Applicant

Supervisor: _____

Supervisor's Signature

Comments: _____

Employee refusal to sign

Supervisor's Initials: _____

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— PRETEST NOTICE —

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

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

[Employee Name]
[Employee Address]

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

NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

Test Results:

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

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

Test Result Report:

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

Right to Explain Positive Test Result:

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

Right to Request Confirmatory Retests:

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

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

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

Other Rights:

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

A. Employee Discharge and Discipline

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

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

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

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

B. Withdrawal of Applicant's Job Offer

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

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

EXPLANATION OF POSITIVE TEST RESULT

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

I am currently taking or have recently taken:

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

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

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— ACKNOWLEDGMENT —
DRUG AND ALCOHOL TESTING POLICY

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

The District's policy was provided to me:

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

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

RICHFIELD PUBLIC SCHOOLS
DRUG AND ALCOHOL TESTING

I. PURPOSE

- A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. Therefore, to provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minn. Stat. §§ 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, **including medical cannabis, regardless of whether it has been prescribed for the employee**, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are not medically prescribed, **including medical cannabis, regardless of whether it has been prescribed for the employee**, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property.
- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored

program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.

- E. Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS AND OTHER POSITIONS REQUIRING A COMMERCIAL DRIVERS LICENSE

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle which is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means a designated school district representative authorized to take immediate action to remove employees from safety-sensitive duties, to make required decisions in the testing and evaluation process, and to receive test results and other communications for the school district.

6. “Department of Transportation” (DOT) means United States Department of Transportation.
7. “Driver” is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
8. “Evidential Breath Testing Device” (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
9. “Medical Review Officer” (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district’s drug testing program and for evaluating medical explanations for certain drug tests.
10. “Refusal to Submit” (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver’s provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer’s instructions, in an observed collection, to raise the driver’s clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

11. “Safety-sensitive functions” are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
12. “Screening Test Technician” (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
13. “Stand Down” means to temporarily remove an employee from performing safety-sensitive functions after a laboratory reports a confirmed positive, an adulterated, or a substituted test result but before the MRO completes the verification process.
14. “Substance Abuse Professional” (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information concerning the effects of alcohol and controlled substances use on an individual’s health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that he or she has received a copy of the policy and materials. This statement should be in the form of **Attachment A** to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

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

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. **Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.**

8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, **including medical cannabis**, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

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

G. Prescription Drugs

A driver shall inform his or her supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. **Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry.**

H. Testing Requirements

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for alcohol and controlled substances, **including medical cannabis**, before the first time the driver performs safety-sensitive functions for the school district.
- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. In order to be hired, the applicant must test negative and must sign an agreement in the form of **Attachment B** to this policy, authorizing

former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

2. Post-Accident Testing

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

administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

3. Random Testing

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, **including medical cannabis**, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, **including medical cannabis**, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, **including medical cannabis**, on duty or within four (4) hours before coming on duty. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's

appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances.

6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

7. Refusal to Submit and Attendant Consequences

- a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
- b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 U.S.C. § 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would

test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

- c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
- d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.
- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign **Attachment C** to this policy.

I. Testing Procedures

1. Drug Testing

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated,

substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.
- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
 - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
- b. Any test result less than 0.02 alcohol concentration is considered a “negative” test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor’s inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

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

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

- c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be **Quest Diagnostics**, which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

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

M. Recordkeeping Requirements and Retention of Records

- 1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

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

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

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

Information obtained from previous employers	3 years
Collection records	2 years
Negative and cancelled drug tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

N. Training

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

O. Consequences of Prohibited Conduct and Enforcement

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

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP’s evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform

or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

- b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers, positions requiring a commercial driver's license, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

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

1. General Limitations

- a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by

a testing laboratory which participates in one of the programs listed in Minn. Stat. § 181.953, Subd. 1.

- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

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

3. Random Testing

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

4. Reasonable Suspicion Testing

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

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

5. Treatment Program Testing

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

6. Routine Physical Examination Testing

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

B. No Legal Duty to Test

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

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes, **including medical cannabis**, regardless of enrollment in the state registry program.
2. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial

driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

4. "Job applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.).
5. "Positive test result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minn. Stat. § 181.953, Subd. 1.
6. "Random selection basis" means a mechanism for selection of employees that:
 - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
7. "Reasonable suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
8. "Safety-sensitive position" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

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

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

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

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

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

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

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

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of **Attachment D** to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

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

3. Notice of and Right to Test Result Report

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

4. Notice of and Right to Explain Positive Test Result

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

- b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
 - c. **The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.**
 - d. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.
5. Notice of and Right to Request Confirmatory Retests
 - a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide him or her with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.
 - b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.
6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform him or her of other rights provided under Sections F. or G., below, whichever is applicable.

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

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

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the

employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in his or her personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

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

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

H. Chain-of-Custody Procedures

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

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

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

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

2. Confidentiality Limitations

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

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

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

4. Privilege

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

J. Notice of Testing Policy to Affected Employees

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

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy

are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

Cross-References: Board Policy 104 - Drug-Free Workplace/Drug-Free School
Board Policy 110 – Chemical Use/Abuse
Board Policy 412 – Public and Private Personnel Data

ADOPTED BY THE BOARD OF EDUCATION: September 5, 1995

AMENDED BY THE BOARD OF EDUCATION: November 6, 2000, November 15, 2004. August 13, 2012

Attachment A

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— DRIVER ACKNOWLEDGMENT —

DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. 280, Richfield, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Drug and Alcohol Testing for Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

_____ Upon adoption of the policy. (employee).

_____ Upon my hire. (job applicant/new employee).

_____ After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing. (job applicant).

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

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

Dated: _____

_____ Signature of Employee/Applicant

_____ Typed or Printed Name

Attachment B

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

—BUS DRIVER OR DRIVER APPLICANT—

AUTHORIZATION TO RELEASE INFORMATION

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

Employee Printed or Typed Name: _____

Employee SS or ID Number: _____

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

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

Employee Signature: _____ Date: _____

Section I-A.

School District Name: _____

Address: _____

Phone #: _____ Fax #: _____

Designated Employer Representative: _____

Section I-B.

Previous Employer Name: _____

Address: _____

Phone #: _____

Designated Employer Representative (if known): _____

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

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

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

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

Section II-B.

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

Title: _____

Phone #: _____

Date: _____

Attachment C

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

—BUS DRIVER OR DRIVER APPLICANT —
REFUSAL TO SUBMIT TO TESTING

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

Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;

Failing to remain at the testing site until the testing process is complete;

Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;

Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;

Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;

Failing or declining to take a second test as directed;

Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);

Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form;

Failing to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;

Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;

Admitting to the collector or MRO that the driver adulterated or substituted the specimen; or

Having a verified adulterated or substituted test as reported by the MRO.

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

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

Date: _____

Time: _____ Signature of Employee/Applicant

Supervisor: _____ Supervisor's Signature

Comments:

Employee refusal to sign Supervisor's Initials: _____

Attachment DA
(TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD)
— PRETEST NOTICE —

I, _____, the undersigned employee/job applicant of Independent School District No. 280, Richfield, Minnesota ("School District") do hereby acknowledge that I have been provided a copy of the School District's Drug and Alcohol Testing Policy.

I hereby agree to submit to drug or alcohol testing on a random basis as required by my employer, Independent School District No. 280. I understand that such testing may include any method of analysis at my employer's discretion, including intoxilyzer (breath-testing), blood test, or urine test, and may occur at any time without prior notice to me. I understand that I have certain rights under state law regarding drug and alcohol testing and I have been provided a copy of the law applicable to those rights and have had an opportunity to review it. I hereby waive all of my rights regarding employer drug and alcohol testing under state law including, but not limited to, the right to written notice of drug and alcohol testing pursuant to a school district policy and confirmatory retest. I understand that a positive drug or alcohol test will subject me to discipline which includes, but is not limited to, immediate suspension without pay or immediate discharge, pursuant to the provisions of this policy.

I specifically acknowledge that this waiver and consent is completely voluntary and no school district official has coerced me in any manner.

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

Dated: _____

Witness

Attachment FB

(TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD)

— EXPLANATION OF POSITIVE TEST NOTICE —

I the undersigned employee/job applicant of Independent School District No. 280, Richfield, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive result on a confirmatory test.

I am currently taking or have recently taken:

_____ no over-the-counter or prescription medications; or

_____ the following over-the-counter or prescription medications:

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

Date: _____

Signature of Employee/Job Applicant

Typed or Printed Name

Attachment C

WAIVER AND CONSENT TO SUBMIT
TO DRUG AND ALCOHOL TESTING

~~_____ I hereby agree to submit to drug or alcohol testing on a random basis as required by my employer, Independent School District No. 280. I understand that such testing may include any method of analysis at my employer's discretion, including intoxilyzer (breath-testing), blood test, or urine test, and may occur at any time without prior notice to me. I understand that I have certain rights under state law regarding drug and alcohol testing and I have been provided a copy of the law applicable to those rights and have had an opportunity to review it. I hereby waive all of my rights regarding employer drug and alcohol testing under state law including, but not limited to, the right to written notice of drug and alcohol testing pursuant to a school district policy and confirmatory retest. I understand that a positive drug or alcohol test will subject me to discipline which includes, but is not limited to, immediate suspension without pay or immediate discharge, pursuant to the provisions of this policy.~~

~~_____ I specifically acknowledge that this waiver and consent is completely voluntary and no school district official has coerced me in any manner.~~

~~Dated: _____
_____ Name~~

~~Dated: _____
_____ Witness~~

Attachment E

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

[Employee Name]

[Employee Address]

RE: Drug and/or Alcohol Test

[Date of Testing]

NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

Test Results:

Independent School District No. 280, Richfield, Minnesota has received the test result report from the testing laboratory:

Your initial screening test result was negative.

Your confirmatory test result was negative.

Your confirmatory test result was positive.

Test Result Report:

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

Right to Explain Positive Test Result:

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

Right to Request Confirmatory Retests:

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

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

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

Other Rights:

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

A. Employee Discharge and Discipline

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

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

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

3. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.

5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

B. Withdrawal of Applicant's Job Offer

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

Attachment G

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD] —

ACKNOWLEDGMENT — DRUG AND ALCOHOL TESTING POLICY

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No.280 ,Richfield, Minnesota and have read it in its entirety.

The District's policy was provided to me:

Upon adoption of the policy. (employee).

Upon my hire. (job applicant/new employee).

After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing. (job applicant).

Dated:

Signature of Employee/Applicant

Typed or Printed Name

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting March 2, 2020

SUBJECT: BID AWARD - RICHFIELD HIGH SCHOOL REROOFING

(Recommended by the Superintendent)

That the Board of Education approve the bid award for the partial roof replacement at Richfield High School and authorize administration to enter into contract with McDowall Company, Waite Park, MN. in the amount of \$329,700. While the Base Bid total was higher than Flynn Midwest SP, the Alternate #1 of an adjusted schedule provided a \$64,400 reduction from the bid by McDowall Company which brought their bid lower by \$50,656.

Background

(Prepared by Craig Holje & Dan Kretsinger)

On Tuesday, February 25, 2020, the District received four (4) bids for the above-referenced project. The District administration and TREMCO, Inc., our roofing consultant recommend that the bid be awarded to the lowest responsible bidder, McDowall Company.

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

Richfield Public Schools
2020 Partial Reroof of Richfield High School

OWNER: Richfield Public Schools

MANUFACTURER'S REPRESENTATIVE: Tremco Roofing and Building Maintenance

BID TABULATION
 Tuesday, February 25th, 2020
 Bid Opening at 2:00 p.m.

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	McDowall Company 1431 Prosper Drive Waite Park, MN 56387 320-251-8640	Flynn Midwest LP 15525 32 nd Ave. N. Plymouth, MN 55447 763-559-0222	John A. Dalsin & Son 2830 S. 20 th Ave. Minneapolis, MN 55407 612-729-9334	Berwald Roofing Company 2440 Charles St. N. North St. Paul, MN 55109 651-777-7411	B&B Sheet Metal and Roofing 210 Centennial Dr. Buffalo, MN 55313 763-682-4233
Bid Security	x	x	x	x	No Bid
Addenda Received	x	x	x	x	
BASE BID:					
Base Bid Total: Labor & Materials Cost	\$394,100.00	\$380,356.00	\$421,750.00	\$394,000.00	
ALTERNATES:					
#1: Deduct – Spring Start or Fall Completion Schedule	\$64,400.00	N/A	N/A	\$10,000	
UNIT PRICES:					
UP #1: Deteriorated wood blocking (per board foot)	\$3.00	\$2.35	\$6.85	\$2.50	
UP #2: Remove and Replace Metal Decking	\$15.00	\$12.00	\$18.20	\$12.00	
UP #3: Remove and Replace Drain Bowl	\$1,800.00	\$2,600.00	\$2,240.00	\$2,300.00	
BID CALCULATIONS:					
Base Bid + Alternate #1	\$329,700.00			\$384,000.00	



To Whom It May Concern:

We have reviewed all the bid packages received for the Partial Reroof of Richfield HS. The apparent low bidder (when taking the alternate #1 deduct into account) is McDowall Co. We have interviewed them regarding this project, they have included all required items and are comfortable with their bid package.

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

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

Thanks,

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

NEW BUSINESS - FOR ACTION

Agenda Item VI.G.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, March 3, 2020

Subject: Donations

(Recommended by the Superintendent)

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

The Sunshine Fund received donations of \$35 through GiveMN from the following people:

Michelle Burnside \$25.00

Lisa Ferrara \$10.00

Richfield High School Band Department was awarded a *Dollars for Doers Volunteer Grant* in the amount of \$500 on behalf of Marsh & McLennan Companies, Inc.

Richfield Dual Language School received a donation of school supplies and brand new backpacks for our students from Sean Anderson.