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, May 18, 2020 7:00 p.m. School Board Meeting

- I. CALL TO ORDER
- II. REVIEW AND APPROVAL OF THE AGENDA
- III. INFORMATION AND PROPOSALS -- NON-ACTION ITEMS
 - A. Public Comment
 - B. Superintendent Update
 - 1. Distance Learning and Coronavirus Update
 - 2. Student Board Recognition
 - 3. Distance Learning Survey Data
 - 4. RCEP Presentation
 - 5. Website Update
 - 6. YTD Budget & Actual as of April 30, 2020
 - C. Commendations

IV. CONSENT AGENDA

- A. Routine Matters
 - 1. Minutes of the regular meeting held May 4, 2020
 - 2. General Disbursements as of May 13, 2020 for \$857,724.73
- B. Personnel Items
- V. OLD BUSINESS
 - A. Policy 502 and Guideline 502.1 Resident and Nonresident Student Enrollment and New Student Registration

- B. Policy 612 and Guideline 612.1 Curriculum Development
- C. Policy 404 Drug and Alcohol Testing
- D. Policy 112 and Guidelines 112.1 and 112.2 Wellness Policy and Guidelines

VI. NEW BUSINESS

- A. Richfield Senior High Change Orders #020, #021, #022
- B. Richfield STEM School Change Order #020
- C. Sheridan Hills Elementary Change Order #001
- D. Centennial Elementary Change Order #003
- E. Facilities Project: Commissioning
- F. Preliminary Proposed Budget
- G. 2020-2021 Resolution for Membership in the MSHSL
- H. 2020 Pavement Rehabilitation
- I. Policy 610 and Guideline 610.1 Instructional Resources
- J. Donations

VII. ADVANCE PLANNING

- A. Legislative Update
- B. Information and Questions from Board
- C. Future Meeting Dates
 - 6-15-20 7:00 p.m. Regular Board Meeting
 - 7-13-20 7:00 p.m. Regular Board Meeting Public Comment
- D. Suggested/Future Agenda Items

VIII. ADJOURN REGULAR MEETING



Enriching and accelerating learning



Spring 2020 Distance Learning Survey

Parent & Student Data

To guide, inform, and evaluate our Distance Learning Program

Enriching and accelerating learning

Demographics

Who took our survey?

Enriqueciendo y acelerando el aprendizaje

SCHOOL/PROGRAM 2,040 Responses



RACE/ETHNICITY 2,026 Responses





Parent/Guardian e Student

SURVEY LANGUAGE

ENGLISH SPANISH

GENDER





Female
Male
Neither M or F



Student response data is representative of our diversity

Some grade levels responded in much higher volumes indicating a push by staff in those schools and grades

The feedback numbers at this point in an academic year were impressive

Enriching and accelerating learning

Data Trends & Takeaways

What did we learn?

Enriqueciendo y acelerando el aprendizaje

Thanks to our last Strategic Plan, we had the technology and access opportunities to meet the needs of **Distance Learning**

875

Our Technology is Working!



INSTRUCTION RECEIVED 2,042 Responses





AMOUNT OF WORK 2,039 Responses



ACTUAL WORK 2,040 Responses



How about communication?





Overall Feelings About Distance Learning?



Distance Learning - program overall 2,042 Responses





Distance Learning at RPS has been a success considering the challenges of delivery

Staff were prepared and the data supports that assertion

Families are struggling with work/life/facilitating learning balance

Our community loves our teachers!

Enriching and accelerating learning

RICHFIELD PUBLIC SCHOOLS RCEP Board Presentation SY19-20

Presented by:

Kasya Willhite



AGENDA

- Student Body Overview
- Changes and Goal updates
- Graduation and Credit Successes
- Distance Learning at RCEP
- Celebrating Student Successes and Student Voices





90 Students enrolled over the 2019-2020

- 12 Students receive Special Education services
- 14 Students identified for EL supports
- 7 Students with 504 plans
- 40% Identify as Female, 60% Identify as Male
- 55% Hispanic, 11% Black, 21% White, 13% Two or more races
- Majority (2/3) are from Richfield
 - Open enrollees (1/3) are from Bloomington, Minneapolis, Burnsville,

St. Paul Public Schools, Osseo

Goal Updates



1. Successful move from Normandale Community College to Richfield with New Team Members



5 of the 10 Members of the RCEP Team are New

Including Flaco, our finned friend!



Goals Updates and Graduation Numbers and Credit Successes



- 2. Increase 4 year graduation rate from last year from 24% to 27%
 - 2 graduates away from meeting this goal
- Increase overall graduation rate by 5% from last year (19 students graduated last year)
 - 4 graduates away from meeting this goal
- Increase credit count by 5%, as of 3rd Quarter we are 26 credits away with 4th Quarter still in process

Graduaton Year	Graduation Rate	Number of RCEP Students as of 5/11/20
2020	4 year	6 Graduates
2019	5 year	6 Graduates
2018	6 year	3 Graduates
2017	7 year	1 Graduate

16 Graduates to date (5/11/20)

Goal Updates



5. Implement SEL work (School wide expectations, large group circles run quarterly, smaller circles run monthly, Student Assistance Team implemented)



Goal Updates



6. Create more family engagement opportunities (18 families attended our first ever RCEP Family Night)











- 7. Identify Essential Learning Outcomes (ELOs) for core areas
 - Start with one class this year to move through the process

Attendance Support





Daily attendance calls Postcards sent with positive message Individual calls to families and students



Some Examples of How We Celebrate Student Work











10

Some Examples of How We Celebrate Student Work





Sam **Richfield Spartan** Akeem Graduates RAYMOND BRION

Distance Learning Update at RCEP



- Distance Learning communication log developed
- Attendance calls tracked and made daily
- Blackboard, Remind, Google Voice, Schoology Updates, Edgenuity Mail, Student Email are all used to repeat messages and announcements
- Focus on Practice Profiles for Distance Learning
 - individual coaching sessions weekly
 - PLC focus on instructional changes
 - peer to peer feedback on lessons
- No dropped students during distance learning as of 5/11/20
- 6 graduates during distance learning as of 5/11/20

From Students



Heyy I just wanted to share with you that my diploma came in the mail today, and I just felt so good honestly. Seeing it gave me a feeling of accomplishment !! I want to thank you again for pushing me to the goal

I wanted to send you guys a group message to let you know that I have been accepted into St. Kate's! I also wanted to express my gratitude to how supportive and loving you all have been to me over the course of this school year. I honestly do not know where I would be if I had not chosen to go to RCEP. All of your kind words and making sure I am staying on top of my work has definitely contributed to me being accepted into the school I have always wanted to go to. I got \$24,000 in scholarships plus another \$8,000. I wanted to share my excitement with you all because this outcome probably would have looked different without you!

" thank you for being on my tail and reminding me on the things i have to catch up on. I wouldn't finish the class if it wasn't for you and the Rcep staff's help." and from mom: Wow great news Thank you all for helping Michael achieve this goal

Enriching and accelerating learning



RICHFIELD PUBLIC SCHOOLS

Questions? Thank you

Presented by: Kasya Willhite

Phone: 612-798-6056 Email: Kasya.Willhite@rpsmn.org



REVENUE GENERAL FU	JND						YTD April 30, 2020	YTD April 30, 2019	YTD April 30, 2018		
REVENUE CATEGORIES	Actual June 30, 2018	Actual June 30, 2019	Adopted Budget	Revised Budget	YTD April 30, 2020	Revised Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	YTD April 30, 2019	YTD April 30, 2018
STATE	46,142,115	46,183,093	44,607,274	45,707,241	34,849,550	10,857,691	76.2%	75.9%	74.7%	35,042,210	34,458,906
FEDERAL	2,251,486	2,098,367	2,517,148	2,331,624	(381)	2,332,005	0.0%	38.4%	42.5%	805,236	956,401
PROPERTY TAXES	13,100,376	16,524,053	18,205,157	18,205,157	17,949,429	255,728	98.6%	89.9%	46.7%	14,860,453	6,122,672
LOCAL (FEES, INTEREST, ETC.)	1,593,961	1,617,985	1,313,443	1,340,744	978,425	362,319	73.0%	65.7%	64.9%	1,062,557	1,034,262
TOTALS	63,087,938	66,423,498	66,643,022	67,584,766	53,777,023	13,807,743	79.6%	77.9%	67.5%	51,770,456	42,572,241
EXPENDITURES GENER	RAL FUND	Γ					YTD April 30, 2020	YTD April 30, 2019	YTD April 30, 2018		
OBJECT SERIES	Actual June 30, 2018	Actual June 30, 2019	Adopted Budget	Revised Budget	YTD April 30, 2020	Revised Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	YTD April 30, 2019	YTD April 30, 2018
SALARIES & WAGES	35,160,099	37,176,269	37,899,182	37,689,481	26,254,535	11,434,946	69.7%	71.8%	70.4%	26,688,756	24,741,399
EMPLOYEE BENEFITS	12,323,981	13,518,960	13,639,093	13,606,495	10,205,021	3,401,474	75.0%	75.2%	78.9%	10,167,971	9,724,485
PURCHASED SERVICES	9,046,327	8,172,079	9,210,948	9,392,979	6,200,452	3,192,527	66.0%	71.9%	68.8%	5,878,801	6,222,249
SUPPLIES	2,237,813	2,527,483	3,555,249	2,950,809	2,332,524	618,285	79.0%	79.3%	74.4%	2,003,644	1,664,637
EQUIPMENT	2,319,661	2,581,571	1,971,269	2,176,821	1,941,193	235,628	89.2%	85.8%	81.0%	2,216,187	1,879,990
OTHER EXPENDITURES	401,293	315,303	136,930	177,740	108,401	69,339	61.0%	35.9%	26.4%	113,311	105,948
TOTALS	61,489,173	64,291,665	66,412,671	65,994,325	47,042,126	18,952,199	71.3%	73.2%	72.1%	47,068,670	44,338,708
	1						YTD April 30, 2020	YTD April 30, 2019	YTD April 30, 2018		
PROGRAM SERIES	Actual June 30, 2018	Actual June 30, 2019	Adopted Budget	Revised Budget	YTD April 30, 2020	Revised Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	YTD April 30, 2019	YTD April 30, 2018
SITE ADMINISTRATION	1,869,485	1,853,501	1,914,365	2,041,369	1,703,801	337,568	83.5%	83.0%	81.4%	1,538,740	1,521,245
DISTRICT ADMINISTRATION	821,301	836,390	860,810	870,152	665,900	204,252	76.5%	78.9%	79.4%	660,007	651,808
SUPPORT SERVICES	2,282,535	2,138,022	2,048,377	1,975,507	2,103,735	(128,228)	106.5%	90.9%	90.2%	1,942,427	2,059,674
REGULAR INSTRUCTION	25,535,479	27,939,635	27,910,903	28,067,670	18,533,802	9,533,868	66.0%	67.5%	68.1%	18,870,033	17,397,999
EXTRA-CURRICULAR ACTIVITES	1,166,534	1,240,925	1,470,260	1,402,627	1,009,104	393,523	71.9%	78.8%	78.4%	977,372	914,031
VOCATIONAL INSTRUCTION	439,097	473,959	452,315	431,526	302,313	129,213	70.1%	65.9%	53.2%	312,264	233,461
SPECIAL EDUCATION	11,823,369	12,130,842	12,829,441	12,357,734	8,740,452	3,617,282	70.7%	71.2%	70.7%	8,632,330	8,353,474
INSTRUCTIONAL SUPPORT	4,179,137	4,549,255	5,011,990	4,925,444	3,902,566	1,022,878	79.2%	86.0%	78.6%	3,912,492	3,286,632
PUPIL SUPPORT SERVICES	6,071,235	6,291,515	6,653,562	6,713,077	5,221,376	1,491,701	77.8%	76.2%	70.9%	4,793,678	4,302,691
FACILITIES	7,067,161	6,614,346	6,985,648	6,977,219	4,631,423	2,345,796	66.4%	78.7%	74.9%	5,206,052	5,292,879
OTHER FINANCING USES	233,841	223,275	275,000	232,000	227,654	4,346	98.1%	100.0%	138.9%	223,275	324,814
TOTALS	61,489,173	64,291,665	66,412,671	65,994,325	47,042,126	18,952,199	71.3%	73.2%	72.1%	47,068,670	44,338,708

|--|

REVENUE

FOOD SERVICE

DEBT SERVICE

TRUST

COMMUNITY EDUCATION

INTERNAL SERVICE - HEALTH INS.

INTERNAL SERVICE - DENTAL INS.

OPEB - IRREVOCABLE TRUST

OPEB DEBT SERVICE

CONSTRUCTION FUND

ACTIVITY - OTHER FUNDS

Actual June 30.

2018

2,768,890

2,155,483

4,146,088

6,797,915

505,962

115,612

989,701

60,368

120,108,147

Actual June 30.

2019

2,838,335

1,942,646

3,044,448

8,713,849

7,314,681

534,362

203,285

786,209

48,199

Adopted Budget Revised Budget

2,838,000

2,173,728

1,000,000

8,502,284

6,790,000

519,750

150,000

818,323

46,500

2,854,000

2,110,277

1,100,000

8,502,284

7,025,000

531,000

150,000

818,323

46,500

YTD April 30,

2020

1,849,361

1,704,432

8,386,576

5,187,037

346,811

(27,785)

808,268

61,647

44,993

74.2%

46.1%

98.8%

Revised Budget

Remaining

1,004,639

405,845

1,038,353

1,837,963

184,189

177,785

10,055

115,708

1,507

I				
YTD April 30, 2020	YTD April 30, 2019	YTD April 30, 2018		
% of Budget Received	% of Actuals Received	% of Actuals Received	YTD April 30, 2019	YTD April 30, 2018
64.8%	72.0%	71.9%	2,044,408	1,990,430
80.8%	83.8%	80.0%	1,627,730	1,723,642
5.6%	34.7%	99.3%	1,056,285	119,233,038
98.6%	102.3%	46.5%	8,917,088	1,929,907
96.8%	90.0%	86.3%	43,376	52,089
73.8%	70.8%	69.4%	5,175,968	4,716,212
65.3%	71.2%	66.5%	380,449	336,705
-18.5%	100.4%	-70.5%	204,165	(81,511)

583,495

456,150

 (\mathbf{R})

							YTD April 30, 2020	YTD April 30, 2019	YTD April 30, 2018		
EXPENDITURES	Actual June 30, 2018	Actual June 30, 2019	Adopted Budget	Revised Budget	YTD April 30, 2020	Revised Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	YTD April 30, 2019	YTD April 30, 2018
FOOD SERVICE	2,694,977	2,736,818	2,592,341	2,838,588	2,234,235	604,353	78.7%	76.8%	72.0%	2,102,340	1,940,408
COMMUNITY EDUCATION	1,691,956	1,888,985	2,168,010	1,961,978	1,576,810	385,168	80.4%	70.2%	72.4%	1,325,786	1,225,400
CONSTRUCTION FUND	2,689,537	13,650,859	52,983,255	53,039,030	45,551,599	7,487,431	85.9%	29.1%	34.6%	3,970,723	930,013
DEBT SERVICE	10,535,851	7,967,443	8,105,038	8,105,038	8,105,988	(950)	100.0%	100.0%	100.0%	7,967,443	10,535,851
TRUST	48,713	41,908	46,500	46,500	47,551	(1,051)	102.3%	100.0%	99.9%	41,909	48,650
INTERNAL SERVICE - HEALTH INS.	5,739,072	6,941,796	6,757,020	7,001,080	5,281,150	1,719,930	75.4%	84.2%	84.1%	5,842,779	4,825,215
INTERNAL SERVICE - DENTAL INS.	518,742	529,293	539,049	528,000	428,758	99,242	81.2%	92.2%	86.0%	488,096	446,184
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	783,025	(25)	100.0%	100.0%	100.0%	789,125	1,023,142

							YTD April	YTD April	YTD April		
SUMMARY - ALL FUNDS							30, 2020	30, 2019	30, 2018		
	Actual June 30,	Actual June 30,			YTD April 30,	Revised Budget	% of Budget	% of Actuals	% of Actuals	YTD April 30,	YTD April 30,
SUMMARY	2018	2019	Adopted Budget	Revised Budget	2020	Remaining	Received	Received	Received	2019	2018
REVENUE	200,736,105	91,849,511	89,481,607	90,722,150	72,138,363	18,583,787	79.5%	78.2%	86.1%	71,803,420	172,928,903
EXPENDITURES	87,348,498	99,336,785	141,122,134	141,032,789	111,051,242	29,981,547	78.7%	70.1%	78.3%	69,596,871	68,354,281
SPENDING VARIANCE	113,387,607	(7,487,275)	(51,640,527)	(50,310,639)	(38,912,879)	(11,397,760)	77.3%	-29.5%	92.2%	2,206,549	104,574,622

Information and Proposals – Non-Action Items Commendation

Agenda Item III.C.

Assistance League – from Christina Gonzalez, Director of Student Support Services

"On behalf of Richfield Public Schools, I would like to thank our longtime partner, Assistance League, for providing additional support to our families during this time of Distance Learning. They have provided resources to meet the basic needs of families including food, essentials, and basic amenities. Thank you, Assistance League, for your partnership and commitment in the past, present, and future."

FUND	CHECK	DATE	VENDOR	ТҮРЕ	AMOUNT
01	V2000607	04/03/2020	P-CARD BAIRD LISA	R	3,403.87
01	V2000608	04/03/2020	P-CARD BRUNNER PATTI	R	2,752.65
01	V2000609	04/03/2020	P-CARD BURT EMILY	R	108.09
01	V2000610	04/03/2020	P-CARD BURT STEPHANIE	R	690.55
01	V2000611	04/03/2020	P-CARD CARUSO MATTHEW	R	1,163.42
01	V2000612	04/03/2020	P-CARD FINDLEY LAMPKIN MELISSA	R	51.99
01	V2000613	04/03/2020	P-CARD FINKE RYAN	R	20.00
01	V2000614	04/03/2020	P-CARD FLUCAS STEVEN	R	2,473.56
01	V2000615	04/03/2020	P-CARD GACEK SARAH	R	622.48
01	V2000616	04/03/2020	P-CARD GARCIA DIANA	R	356.46
01	V2000617	04/03/2020	P-CARD GEURINK AREND	R	1,290.75
01	V2000618	04/03/2020	P-CARD GULLICKSON KEVIN	R	51.85
01	V2000619	04/03/2020	P-CARD HAUPT PAM	R	1,907.09
01	V2000620	04/03/2020	P-CARD HINES CARLONDREA	R	792.99
01	V2000621	04/03/2020	P-CARD KRETSINGER DAN	R	1,985.98
01	V2000622	04/03/2020	P-CARD LANZENDORFER TERRI	R	4,555.96
01	V2000623	04/03/2020	P-CARD LEWIS JENNIFER	R	311.76
01	V2000624	04/03/2020	P-CARD MACE CHRISTI JO	R	659.20
01	V2000625	04/03/2020	P-CARD MAHONEY COLLEEN	R	582.72
01	V2000626	04/03/2020	P-CARD MARYN ANGELA	R	3,180.12
01	V2000627	04/03/2020	P-CARD MCGINN DAN	R	1,158.44
01	V2000628	04/03/2020	P-CARD MCNAUGHTON COMMERS CAROLE	R	287.43
01	V2000629	04/03/2020	P-CARD POMERLEAU DORIS	R	2,200.26
01	V2000630	04/03/2020	P-CARD SHAHSAVAND MARTA	R	949.03
01	V2000631	04/03/2020	P-CARD VALLEY JENNIFER	R	398.43
01	V2000632	04/03/2020	P-CARD WINTER AMY	R	4,220.04
01	V2000633	04/03/2020	P-CARD ZEHNPFENNIG ELIZABETH	R	65.00
01	297470	04/16/2020	AMAZON.COM SYNCB/AMAZON	R	4,642.05
01	297471	04/16/2020	ALEJANDRA SEGURA CAUDANA	R	41.00
01	297472	04/16/2020	AMPLIFIED IT LLC	R	1,277.10
01	297473	04/16/2020	ANA MACEO	R	91.00
01	297474	04/16/2020	ANDREW HUYNH	R	40.00
01	297475	04/16/2020	ANEL OCAMPO SAVCEDO	R	25.00
01	297476	04/16/2020	ANTONIA ESCANDON GADEA	R	31.00
01	297477	04/16/2020	ARVIG ENTERPRISES INC	R	1,360.90
01	297478	04/16/2020	BARBARA BUSSEN	R	59.00
01	297479	04/16/2020	BAYADA	R	2,055.00
01	297480	04/16/2020	BETHELIHEM YESGATE	R	25.00
01	297481	04/16/2020	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	2,445.00
01	297482	04/16/2020	BLUML LAUREN	R	50.00
01	297483	04/16/2020	BRINK'S INCORPORATED	R	1,230.64
01	297484	04/16/2020	BSN SPORTS, LLC	R	4,410.00
01	297485	04/16/2020	CARQUEST AUTO PARTS	R	161.11
01	297486	04/16/2020	CENTURYLINK	R	110.24
01	297487	04/16/2020	CINTAS CORPORATION NO 2	R	91.70
01	297488	04/16/2020	CITY OF RICHFIELD	R	12,954.01
01	297489	04/16/2020	COMCAST BUSINESS	R	529.74
01	297490	04/16/2020	CONNIE MAUER	R	120.00
01	297491	04/16/2020	CRAWFORD AUGUSTINE	R	91.00

01	297492	04/16/2020	CUB FOODS	R	81.16
01	297493	04/16/2020	DARK KNIGHT SOLUTIONS, LLC	R	350.00
01	297494	04/16/2020	DENNIS MERELTE	R	91.00
01	297495	04/16/2020	DIGITAL INSURANCE LLC	R	5,220.00
01	297496	04/16/2020	DOMINGUEZ PEDRO	R	91.00
01	297497	04/16/2020	DREAMBOX LEARNING	R	400.00
01	297498	04/16/2020	EDUCATORS BENEFIT CONSULTANTS LLC	R	426.99
01	297499	04/16/2020	ELECTA CALDWELL	R	80.00
01	297500	04/16/2020	ELIZABETH BROWN	R	91.00
01	297501	04/16/2020	ELOISA VERSTRAETE	R	182.00
01	297502	04/16/2020	FAIRCON SERVICE COMPANY	R	1,245.00
01	297503	04/16/2020	FALIS AHMED	R	25.00
01	297504	04/16/2020	FORD WASHINGTON, ALYCIA	R	40.00
01	297505	04/16/2020	GEORGIA MARTIN	R	91.00
01	297506	04/16/2020	GIBBS STACEY	R	364.00
01	297507	04/16/2020	GREG OR LUIZA PETERSON	R	65.00
01	297508	04/16/2020	GROTH MUSIC COMPANY	R	461.16
01	297509	04/16/2020	H BROOKS AND COMPANY LLC	R	2,526.67
01	297510	04/16/2020	HARTMAN STEPHANIE	R	32.50
01	297511	04/16/2020	HILE CAMDEN	R	182.00
01	297512	04/16/2020	HILLYARD	R	1,699.85
01	297513	04/16/2020	HOGLUND BUS CO INC	R	121.30
01	297514	04/16/2020	HONDA FINANCIAL SERVICES	R	256.00
01	297515	04/16/2020	INNOVATIVE OFFICE SOLUTIONS LLC	R	648.16
01	297516	04/16/2020	INTERMEDIATE DISTRICT 287	R	128,108.76
01	297517	04/16/2020	INTERSTATE ALL BATTERY CENTER	R	47.95
01	297518	04/16/2020	JOEL CAREY	R	182.00
01	297519	04/16/2020	LOFFLER	R	1,225.09
01	297520	04/16/2020	MAHOWALD STACIE	R	27.90
01	297521	04/16/2020	MATRIX COMMUNICATIONS INC	R	27,646.79
01	297522	04/16/2020	MCNAMARA PATRICK	R	132.00
01	297523	04/16/2020	MELINA AGULAR	R	182.00
01	297524	04/16/2020	MELSSEN JAMES	R	182.00
01	297525	04/16/2020	MESFIN ABEGAZ	R	46.00
01	297526	04/16/2020	MONA LOFTON	R	25.00
01	297527	04/16/2020	MULTILINGUAL WORD INC	R	5,847.50
01	297528	04/16/2020	PAN O GOLD BAKING CO	R	388.05
01	297529	04/16/2020	PREMIER LIGHTING INC	R	34,518.31
01	297530	04/16/2020	PREMIUM WATERS INC	R	26.00
01	297531	04/16/2020	PRESTWICK HOUSE INC	R	268.73
01	297532	04/16/2020	PRO ED INC	R	159.00
01	297533	04/16/2020	RICHFIELD READY	R	150.00
01	297534	04/16/2020	SCHMITT MUSIC CREDIT	R	200.90
01	297535	04/16/2020	SCHOOL SERVICE EMPLOYEES UNION	R	8,688.41
01	297536	04/16/2020	TRIO SUPPLY COMPANY	R	2,425.48
01	297537	04/16/2020	UNITED HEALTHCARE	R	159.60
01	297538	04/16/2020	UNITED HEALTHCARE INSURANCE CO	R	479.54
01	297540	04/16/2020	UPPER LAKES FOODS	R	33,136.62
01	297541	04/16/2020	LIGHTNING PRINTING, INC	R	911.77
01	297542	04/23/2020	ALL FURNITURE INC	R	12,612.82
					,

01	297543	04/23/2020	BRAUN INTERTEC CORP	R	4,407.00
01	297544	04/23/2020	CEL PUBLIC RELATIONS, INC.	R	2,103.75
01	297545	04/23/2020	CITY OF RICHFIELD	R	2,762.00
01	297546	04/23/2020	CORVAL CONSTRUCTION	R	107,066.83
01	297547	04/23/2020	EBERT CONSTRUCTION	R	137,790.32
01	297548	04/23/2020	ICS CONSULTING, INC.	R	77,743.87
01	297549	04/23/2020	INNOVATIVE OFFICE SOLUTIONS LLC	R	11,395.74
01	297550	04/23/2020	LLOYD'S CONSTRUCTION SERVICES, INC.	R	8,450.00
01	297551	04/23/2020	LS BLACK CONSTRUCTORS, INC.	R	1,139,099.72
01	297552	04/23/2020	MID MINNESOTA STORAGE	R	180.00
01	297553	04/23/2020	SHAW-LUNDQUIST ASSOCIATES, INC.	R	1,043,435.01
01	297554	04/23/2020	TITAN ENVIROMENTAL, INC.	R	39,397.97
01	297555	04/23/2020	WOLD ARCHITECTS AND ENGINEERS	R	78,302.63
01	297556	04/23/2020	NASCO	R	61.50
01	297557	04/23/2020	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	8,960.00
01	297558	04/23/2020	BLUML LAUREN	R	50.00
01	297559	04/23/2020	BSI MECHANICAL, INC.	R	471.00
01	297560	04/23/2020	CANON USA	R	4,038.49
01	297561	04/23/2020	CAPTIVATE MEDIA & CONSULTING	R	1,240.00
01	297562	04/23/2020	CARLSON PRINTING COMPANY	R	196.00
01	297563	04/23/2020	CEDAR SMALL ENGINE	R	530.78
01	297564	04/23/2020	CHERYL DONALDSON	R	63.00
01	297565	04/23/2020	CINTAS CORPORATION NO 2	R	109.34
01	297566	04/23/2020	CITY OF RICHFIELD	R	450.00
01	297567	04/23/2020	CITY OF RICHFIELD	R	2,832.13
01	297568	04/23/2020	COMPAS	R	1,000.00
01	297569	04/23/2020	DARRYL WALETZKO LLC	R	6,100.00
01	297570	04/23/2020	ECM PUBLISHERS INC	R	196.35
01	297571	04/23/2020	ECOLAB INC	R	276.37
01	297572	04/23/2020	ETTEL & FRANZ ROOFING CO	R	623.00
01	297573	04/23/2020	FASTENAL INDUSTRIAL	R	29.01
01	297574	04/23/2020	FIREFLY COMPUTERS, LLC	R	4,794.00
01	297575	04/23/2020	FURTHER	R	5,508.00
01	297576	04/23/2020	GALLUP ORGANIZATION	R	6,912.00
01	297577	04/23/2020	GROUP MEDICAREBLUE RX	R	6,665.00
01	297578	04/23/2020	GSSC-GENERAL SECURITY SERVICE	R	1,247.40
01	297579	04/23/2020	HAWKINS INC	R	2,359.37
01	297580	04/23/2020	HERITAGE CRYSTAL CLEAN INC	R	359.31
01	297581	04/23/2020	HILLYARD	R	239.19
01	297582	04/23/2020	HR SIMPLIFIED INC.	R	815.00
01	297583	04/23/2020	INTEGRATED FIRE & SECURITY INC	R	1,317.50
01	297584	04/23/2020	INTERMEDIATE DISTRICT 287	R	110,302.52
01	297585	04/23/2020	JANET OLFELT	R	87.00
01	297586	04/23/2020	JUNK MASTERS LLC	R	475.00
01	297587	04/23/2020	KINECT ENERGY INC	R	40,494.05
01	297588	04/23/2020	MARY DEVINE	R	25.00
01	297589	04/23/2020	MATH LEARNING CENTER	R	31,472.98
01	297590	04/23/2020	METRO WEST CONFERENCE	R	1,000.00
01	297591	04/23/2020	METROPOLITAN MECHANICAL CONTRACTOI	R	2,630.89
01	297592	04/23/2020	MINNESOTA STATE HIGH SCHOOL LEAGUE	R	93.50
01	297593	04/23/2020	NORTHEAST METRO ISD 916	R	4,713.72
----	---------	------------	---------------------------------------	---	-----------
01	297594	04/23/2020	PAPCO, INC.	R	1,007.00
01	297595	04/23/2020	PREMIER LIGHTING INC	R	9,080.22
01	297596	04/23/2020	PUMP & METER SERVICE	R	1,288.17
01	297597	04/23/2020	RICHFIELD BOYS SWIM & DIVE	R	420.00
01	297598	04/23/2020	RICHFIELD FUN CLUB	R	3,060.00
01	297599	04/23/2020	RICHFIELD READY	R	50.00
01	297600	04/23/2020	SCHOOL SERVICE EMPLOYEES UNION	R	8,531.16
01	297601	04/23/2020	SEPTRAN STUDENT TRANSPORTATION	R	11,660.00
01	297602	04/23/2020	SHERWIN WILLIAMS CO	R	186.12
01	297603	04/23/2020	PARK ADAM TRANSPORTATION	R	8,107.46
01	297604	04/23/2020	STATE SUPPLY COMPANY	R	799.19
01	297605	04/23/2020	TAMI BLOCK	R	39.00
01	297606	04/23/2020	TRANSPORTATION PLUS, INC.	R	7,108.00
01	297607	04/23/2020	TWIN CITY GARAGE DOOR	R	530.00
01	297608	04/23/2020	US DEPARTMENT OF EDUCATION AWG	R	130.97
01	297609	04/23/2020	VELOCITY DRAIN SERVICES INC	R	935.00
01	297610	04/23/2020	XCEL ENERGY	R	1,270.56
01	297611	04/23/2020	TRANSFINDER CORPORATION	R	3,300.00
01	V609966	04/23/2020	KATHERINE E CABIESES	R	29.90
01	V609967	04/23/2020	MICHAEL E JAEGER	R	437.44
01	V609968	04/23/2020	DOUG R MCMEEKIN	R	276.00
01	V609969	04/23/2020	SCOTT R NELSON	R	29.00
01	V609970	04/23/2020	KELCI A PETERSON	R	108.80
01	V609971	04/23/2020	VICKI P SELLS	R	45.00

P-CARD, CHECK & E-PAY TOTAL

3,299,931.85

BANK 05		DATE	AMOUNT
	Reports from 4/16-4/29/20		
	P-CARD (paid 4/3/2020)	4/22/2020	36,240.12
	CHECKS	4/16/2020 4/23/2020	291,776.68 306,241.25
	Construction Checks	4/23/2020	2,664,747.66
	E-PAY	4/23/2020	926.14

CHECK REGISTER BANK 05 TOTAL =

3,299,931.85

В	REAKDOWN	
01-206-00		540,820.72
02-206-00		45,729.33
03-206-00		34,573.60
04-206-00		7,413.04
06-206-00		2,664,747.66
07-206-00		-
08-206-00		-
20-206-00		5,080.94
21-206-00		1,566.56
47-206-00		-
50-206-00		
	BANK TOTAL =	3,299,931.85

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, May 4, 2020 7:00 p.m. School Board Meeting

CALL TO ORDER

The regular meeting of the Board of Education of ISD 280, Hennepin County, Richfield, Minnesota was held on Monday, May 4, 2020, via virtual meeting due to the current federal and state emergency declarations and guidance about limiting person-to-person contact due to the COVID-19 (coronavirus) pandemic. Chair Crystal Brakke called the Regular Board Meeting to order at 7:00 p.m. with the following school board members in attendance: Cole, Maleck, Pollis, Smisek and Toensing.

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

REVIEW AND APPROVAL OF THE AGENDA

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

INFORMATION AND PROPOSALS -- NON-ACTION ITEMS

- A. Public Comment
- B. Superintendent Update
 - 1. Distance Learning and Coronavirus Update
 - 2. Strategic Planning
 - 3. Rotary Club Update
 - 4. RDLS Technology Presentation
 - 5. YTD Budget & Actual as of March 31, 2020

CONSENT AGENDA

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

A. Routine Matters

- 1. Minutes of the regular meeting held April 20, 2020
- 2. General Disbursements as of April 29, 2020 for \$3,299,931.85
- 3. Investment Holdings as of April 27, 2020
- B. Personnel Items

<u>Management Team Resignation</u> Leadriane Roby – Assistant Superintendent

<u>Certified Full Time Resignations</u> Brenton Parson – English/Language Arts – Richfield High School

<u>Certified Full Time Staff Reductions</u> Angela Schnobrich – Reading Specialist – Richfield Middle School

<u>Classified Part Time Resignation - Paraprofessional</u> Cristela Cruz – Para Clerical – Sheridan Hills

<u>Classified Part Time Retirement - Facilities and Transportation</u> Jim Spitzack – Bus Driver

OLD BUSINESS

- A. Policy 502 and Guideline 502.1 Resident and Nonresident Student Enrollment and New Student Registration
- B. Policy 612 and Guideline 612.1 Curriculum Development
- C. Policy 404 Drug and Alcohol Testing
- D. Policy 112 and Guidelines 112.1 and 112.2 Wellness Policy and Guidelines

NEW BUSINESS

- A. Richfield High School Change Order #019 Motion by Cole, seconded by Pollis and unanimously carried, the Board of Education approved the consent agenda.
- B. Probationary Position Nonrenewal Motion by Maleck, seconded by Pollis and unanimously carried, the Board of Education approved the consent agenda.

C. Donations

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

ADVANCE PLANNING

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

5-18-20	7:00 p.m.	Regular Board Meeting - Public Comment
6-15-20	7:00 p.m.	Regular Board Meeting - Public Comment

D. Suggested/Future Agenda Items

ADJOURN REGULAR MEETING at 8:45 p.m.

FUND	CHECK	DATE	VENDOR	ТҮРЕ	AMOUNT
01	297612	04/30/2020	ACT INC	R	13,572.00
01	297613	04/30/2020	BLUML LAUREN	R	26.98
01	297614	04/30/2020	BSN SPORTS, LLC	R	425.79
01	297615	04/30/2020	CARQUEST AUTO PARTS	R	352.42
01	297616	04/30/2020	CINTAS CORPORATION NO 2	R	91.70
01	297617	04/30/2020	CONTEMPORARY TRANSPORTATION LLC	R	4,370.00
01	297618	04/30/2020	DIGI INTERNATIONAL, INC.	R	330.00
01	297619	04/30/2020	DTB SYSTEMS, INC.	R	1,613.93
01	297620	04/30/2020	EASYPERMIT POSTAGE	R	2,227.61
01	297621	04/30/2020	ECM PUBLISHERS INC	R	89.25
01	297622	04/30/2020	ECOLAB INC	R	321.69
01	297623	04/30/2020	ETTEL & FRANZ ROOFING CO	R	400.00
01	297624	04/30/2020	FAIRCON SERVICE COMPANY	R	372.78
01	297625	04/30/2020	H BROOKS AND COMPANY LLC	R	4,359.91
01	297626	04/30/2020	HEINEMANN	R	7,897.05
01	297627	04/30/2020	HILLYARD	R	83.70
01	297628	04/30/2020	HOGLUND BUS CO INC	R	675.74
01	297629	04/30/2020	HOPE CHURCH	R	13,988.75
01	297630	04/30/2020	INGRAM LIBRARY SERVICES	R	108.65
01	297631	04/30/2020	INTERMEDIATE DISTRICT 287	R	156.00
01	297632	04/30/2020	JAYTECH, INC	R	9.19
01	297633	04/30/2020	LAKESHORE LEARNING MATERIALS	R	866.34
01	297634	04/30/2020	LANGUAGE LINE SERVICE	R	1,161.48
01	297635	04/30/2020	LUPIENT CHEVROLET	R	245.68
01	297636	04/30/2020	MADISON NATIONAL LIFE INS CO INC	R	14,120.47
01	297637	04/30/2020	MULTILINGUAL WORD INC	R	2,386.50
01	297638	04/30/2020	OCCUPATIONAL MEDICINE CONSULTANTS	R	125.00
01	297639	04/30/2020	PAN O GOLD BAKING CO	R	342.90
01	297640	04/30/2020	PLAINVIEW MILK PRODUCTS COOPERATIVE	V	0.00
01	297641	04/30/2020	PLAINVIEW MILK PRODUCTS COOPERATIVE	R	8,037.30
01	297642	04/30/2020	RATWIK ROSZAK & MALONEY PA	R	754.00
01	297643	04/30/2020	RICHFIELD READY	R	50.00
01	297644	04/30/2020	RYAN JEANNIE M	R	568.27
01	297645	04/30/2020	SEPTRAN STUDENT TRANSPORTATION	R	6,480.00
01	297646	04/30/2020	PARK ADAM TRANSPORTATION	R	83,332.42
01	297647	04/30/2020	TAFFE SARAH ANN	R	8,044.93
01	297648	04/30/2020	TAMI BLOCK	R	98.00
01	297649	04/30/2020	TRANSPORTATION PLUS, INC.	R	3,385.00
01	297650	04/30/2020	TRIO SUPPLY COMPANY	R	1,526.35
01	297651	04/30/2020	TWIN CITY HARDWARE	R	12,831.64
01	297652	04/30/2020	TWIN CITY TRANSPORTATION	R	122,721.37
01	297653	04/30/2020	UCARE	R	15.00
01	297654	04/30/2020	UHL COMPANY INC	R	1,011.00
01	297655	04/30/2020	UNITED STATES TREASURER	R	430.00
01	297656	04/30/2020	UPPER LAKES FOODS	R	25,751.48
01	297657	04/30/2020	VSI CONSTRUCTION, INC.	R	533.20
01	297658	04/30/2020	VSP VISION SERVICE PLAN	R	1,673.31
01	297659	04/30/2020	WORLD FUEL SERVICES, INC.	R	1,528.67
01	297660	04/30/2020	AMAZON.COM SYNCB/AMAZON	V	0.00

01	297661	04/30/2020	AMAZON.COM SYNCB/AMAZON	V	0.00
01	297662	04/30/2020	AMAZON.COM SYNCB/AMAZON	R	7,796.18
01	297663	05/07/2020	ALL STATE COMMUNICATIONS INC	R	615.00
01	297664	05/07/2020	ALYSON GILBERT	R	50.00
01	297665	05/07/2020	PRESENTATIONS, INC.	R	2,682.00
01	297666	05/07/2020	ARVIG ENTERPRISES INC	R	1,357.90
01	297667	05/07/2020	BETH LANKEY	R	50.00
01	297668	05/07/2020	BLUETARP FINANCIAL	R	77.97
01	297669	05/07/2020	BRAMBILLA'S LEASE SYSTEMS, INC	R	2,161.00
01	297670	05/07/2020	BSI MECHANICAL, INC.	R	355.00
01	297671	05/07/2020	CARLA HOULE	R	50.00
01	297672	05/07/2020	CHIPHEADS COMPUTER REPAIR	R	5,000.00
01	297673	05/07/2020	CHRISTOPHER FERSKI	R	50.00
01	297674	05/07/2020	CITY OF RICHFIELD	R	6,652.50
01	297675	05/07/2020	COMCAST	R	264.81
01	297676	05/07/2020	COMCAST BUSINESS	R	244.74
01	297677	05/07/2020	CONTEMPORARY TRANSPORTATION LLC	R	4,370.00
01	297678	05/07/2020	CONTINENTAL RESEARCH CORP	R	936.91
01	297679	05/07/2020	DIGI INTERNATIONAL, INC.	R	1,130.00
01	297680	05/07/2020	DOOR SERVICE COMPANY OF THE TWIN CI	R	3,160.00
01	297681	05/07/2020	ECOLAB INC	R	122.42
01	297682	05/07/2020	ELIZABETH DI GRAZIA	R	50.00
01	297683	05/07/2020	FASTENAL INDUSTRIAL	R	26.95
01	297684	05/07/2020	WW GRAINGER INC	R	249.65
01	297685	05/07/2020	H&B SPECIALIZED PRODUCTS INC	R	21,732.00
01	297686	05/07/2020	HEATHER DAGGETT	R	50.00
01	297687	05/07/2020	HILLYARD	R	2,804.39
01	297688	05/07/2020	HUBERT COMPANY, LLC	R	3,375.97
01	297689	05/07/2020	INSTITUTE FOR ENVIROMENTAL	R	1,112.50
01	297690	05/07/2020	INTERMEDIATE DISTRICT 287	R	344,857.53
01	297691	05/07/2020	JAMES C LINDVALL	R	50.00
01	297692	05/07/2020	JANET ELLING	R	50.00
01	297693	05/07/2020	JAYTECH, INC	R	78.40
01	297694	05/07/2020	JENNIFER BARR	R	47.50
01	297695	05/07/2020	JENNIFER VERBRUGGE	R	50.00
01	297696	05/07/2020	JOEL L POYATOS	R	50.00
01	297697	05/07/2020	KATHLEEN JENSEN	R	50.00
01	297698	05/07/2020	KENDRA R TURNER	R	25.00
01	297699	05/07/2020	KINECT ENERGY INC	R	505.00
01	297700	05/07/2020	KYLIE KLOCK	R	182.00
01	297701	05/07/2020	LEE SCHMITT CONSULTING, LLC	R	525.00
01	297702	05/07/2020	LOFFLER COMPANIES	R	324.00
01	297703	05/07/2020	LUBE TECH & PARTNERS LLC	R	3,327.14
01	297704	05/07/2020	MINNESOTA DEPT OF HEALTH	R	35.00
01	297705	05/07/2020	MINUTEMAN PRESS OF RICHFIELD	R	5,114.25
01	297706	05/07/2020	MONIQUE BURRUSS	R	50.00
01	297707	05/07/2020	NAOMI LEWIS	R	95.00
01	297708	05/07/2020	NETWORK DESIGNS, INC.	R	2,510.72
01	297709	05/07/2020	NICOLE HANSON	R	50.00
01	297710	05/07/2020	NORTHEAST METRO ISD 916	R	4,337.55

01	297711	05/07/2020	PAN O GOLD BAKING CO	R	114.90
01	297712	05/07/2020	PAPCO, INC.	R	51.05
01	297713	05/07/2020	PHURBU DOLMA	R	50.00
01	297714	05/07/2020	QUALITY FLOW SYSTEMS, INC.	R	402.00
01	297715	05/07/2020	RICHFIELD READY	R	135.00
01	297716	05/07/2020	SALLY CASSELLIUS	R	50.00
01	297717	05/07/2020	SCHUMACHER ELEVATOR COMPANY	R	956.25
01	297718	05/07/2020	SHANNON DOOLAN	R	95.00
01	297719	05/07/2020	STACEY LARSON	R	50.00
01	297720	05/07/2020	STACIE MAHOWALD	R	50.00
01	297721	05/07/2020	TERESA M KEMMER	R	50.00
01	297722	05/07/2020	TIERNEY BROTHERS INC	R	12,294.00
01	297723	05/07/2020	TINA LAVIN	R	50.00
01	297724	05/07/2020	TOLL COMPANY	R	142.76
01	297725	05/07/2020	TRIO SUPPLY COMPANY	R	722.28
01	297726	05/07/2020	TROY CLARITY	R	50.00
01	297727	05/07/2020	TWIN CITY HARDWARE	R	294.97
01	297728	05/07/2020	UPPER LAKES FOODS	R	15,049.11
01	297729	05/07/2020	US DEPARTMENT OF EDUCATION AWG	R	130.97
01	297730	05/07/2020	COX SUBSCRIPTIONS INC	R	34.25
01	297731	05/07/2020	XCEL ENERGY	R	18,149.37
01	297732	05/07/2020	HOME DEPOT U.S.A.	R	1,689.75
01	V609972	05/07/2020	PHOEBE L ANDERSON	R	159.85
01	V609973	05/07/2020	DAVID M BOIE	R	70.00
01	V609974	05/07/2020	PATRICK L BURRAGE	R	70.00
01	V609975	05/07/2020	KATHERINE E CABIESES	R	40.00
01	V609976	05/07/2020	MIRIAM A CASTRO SANJUAN	R	40.00
01	V609977	05/07/2020	PHIL N CEDER	R	40.00
01	V609978	05/07/2020	MARY L CLARKSON	R	70.00
01	V609979	05/07/2020	TIA B CLASEN	R	70.00
01	V609980	05/07/2020	JOHNNY R COOK	R	70.00
01	V609981	05/07/2020	LATANYA R DANIELS	R	70.00
01	V609982	05/07/2020	GEORGE A DENNIS	R	35.00
01	V609983	05/07/2020	RYAN D FINKE	R	70.00
01	V609984	05/07/2020	PETER J FITZPATRICK	R	40.00
01	V609985	05/07/2020	STEVEN T FLUCAS	R	70.00
01	V609986	05/07/2020	MICHAEL L FRANKENBERG	R	70.00
01	V609987	05/07/2020	SARAH A GACEK	R	80.85
01	V609988	05/07/2020	JAMES A GILLIGAN	R	70.00
01	V609989	05/07/2020	CHRISTINA M GONZALEZ	R	70.00
01	V609990	05/07/2020	KYLE L GUSTAFSON	R	40.00
01	V609991	05/07/2020	KEVIN D HARRIS	R	40.00
01	V609992	05/07/2020	JAMES L HILL	R	40.00
01	V609993	05/07/2020	CARLONDREA D HINES	R	70.00
01	V609994	05/07/2020	JESSICA M HOFFMAN	R	40.00
01	V609995	05/07/2020	CRAIG D HOLJE	R	70.00
01	V609996	05/07/2020	CORY J KLINGE	R	70.00
01	V609997	05/07/2020	NANCY M KREIDLER	R	18.00
01	V609998	05/07/2020	DANIEL E KRETSINGER	R	70.00
01	V609999	05/07/2020	ANOOP KUMAR	R	40.00

			CHECK & E DAY & D CADD TOTAL C		055 504 50
01	¥ 2000040	05/04/2020		K	1032.00
01 01	V2000645 V2000646	05/04/2020 05/04/2020	P-CARD MCGINN DAN P-CARD SHAHSAVAND MARTA	R R	49.9 1032.06
01	V2000644	05/04/2020	P-CARD MARYN ANGELA R CARD MCCINN DAN	R	2290.76
01	V2000643 V2000644	05/04/2020	P-CARD MAHONEY COLLEEN	R	657.4 2290.76
01	V2000642	05/04/2020	P-CARD LEWIS JENNIFER	R	57.97
01	V2000641	05/04/2020	P-CARD LANZENDORFER TERRI	R	3635.54
01	V2000640	05/04/2020	P-CARD KRETSINGER DAN	R	1848.94
01	V2000639	05/04/2020	P-CARD GEURINK AREND	R	1929.02
01	V2000638	05/04/2020	P-CARD GACEK SARAH	R	226.16
01	V2000637	05/04/2020	P-CARD CARUSO MATTHEW	R	780.4
01	V2000636	05/04/2020	P-CARD BRUNNER PATTI	R	9040.38
01	V2000634	05/04/2020	P-CARD BAIRD LISA	R	3109.85
01	V610029	05/07/2020	AMY J WINTER AHSENMACHER	R	70.00
01	V610028	05/07/2020	KASYA L WILLHITE	R	70.00
01	V610027	05/07/2020	REBECCA S WALD	R	40.00
01	V610026	05/07/2020	RYAN WAGNER	R	40.00
01	V610025	05/07/2020	JENNIFER K VALLEY	R	70.00
01	V610024	05/07/2020	CARRIE A VALA	R	70.00
01	V610023	05/07/2020	STEPHEN C URBANSKI	R	40.00
01	V610022	05/07/2020	STEVEN P UNOWSKY	R	270.00
01	V610021	05/07/2020	IAN D TOLENTINO	R	40.00
01	V610020	05/07/2020	VLADIMIR S TOLEDO	R	40.00
01	V610019	05/07/2020	PATRICK M SURE	R	40.00
01	V610018	05/07/2020	NANCY J STACHEL	R	70.00
01	V610017	05/07/2020	MARTA I SHAHSAVAND	R	70.00
01	V610016	05/07/2020	MAUREEN E RUHLAND	R	40.00
01	V610015	05/07/2020	TERESA L ROSEN	R	70.00
01	V610014	05/07/2020	LEADRIANE L ROBY	R	70.00
01	V610013	05/07/2020	KEITH D RIEF	R	40.00
01	V610012	05/07/2020	RENEE C REED-KARSTENS	R	40.00
01	V610011	05/07/2020	DENNIS E PETERSON	R	35.00
01	V610010	05/07/2020	DARBY L PETERSON	R	65.00
01	V610009	05/07/2020	ROBERT G OLSON	R	40.00
01	V610008	05/07/2020	ERIN H NEILON	R	40.00
01	V610007	05/07/2020	KENT D MEYER	R	70.00
01	V610006	05/07/2020	MARY PAT MESLER	R	70.00
01	V610005	05/07/2020	CAROLE R MCNAUGHTON-COMMERS	R	70.00
01	V610004	05/07/2020	DOUG R MCMEEKIN	R	70.00
01	V610002	05/07/2020	BRIDGE J MCKYE	R	585.56
01	V610002	05/07/2020	DANIEL P MCGINN	R	40.00
01	V610000	05/07/2020	MICHAEL A MANNING	R	70.00
01	V610000	05/07/2020	COLLEEN M MAHONEY	R	70.00

CHECK & E-PAY & P-CARD TOTALS

857,724.73

BANK 05		DATE	AMOUNT
	Reports from 4/30-5/13/2020		
	P-CARD (paid 5/4/2020)	5/12/2020	24,658.38
	CHECKS	4/30/2020 4/30/2020 5/7/2020	349,493.45 7,796.18 471,657.46
	Ε-ΡΑΥ	5/7/2020	4,119.26

CHECK REGISTER BANK 05 TOTAL =

857,724.73

В	REAKDOWN	
01-206-00		555,131.25
02-206-00		60,733.66
03-206-00		232,099.16
04-206-00		9,690.66
06-206-00		70.00
07-206-00		-
08-206-00		-
20-206-00		-
21-206-00		-
47-206-00		-
50-206-00		-
	BANK TOTAL =	857,724.73

Board of Education

Independent School District 280 Richfield, Minnesota

Regular Meeting, May 18, 2020

Subject: PERSONNEL ITEMS

(Recommended by Superintendent)

That the Board of Education approve the following personnel items:

<u>Certified Full Time Probationary Extension – 4th Year Probation</u> Hannah Virant – Grade 3 – Richfield Dual Language Christina Eberly – Social Worker - RSTEM

<u>Certified Full Time Requests for Leave of Absence – Child Care</u> Mackenzie Moen-VonAhnen – Grade 3 – Centennial Megan Stecher – Instructional Coach – Richfield High School

<u>Certified Full Time Resignations</u> Tanya Misgen – Special Education – Richfield Middle School Rachael Banz – Special Education – Centennial Victoria Wagner – Special Education - Centennial

<u>Classified Full Time Resignation – Paraprofessional</u> Joan Alger – Paraprofessional - Centennial

<u>Classified Full Time Resignation – Food and Nutrition</u> Nancy Kreidler – Food and Nutrition – Richfield Dual Language School

OLD BUSINESS – FOR REVIEW

Agenda Item V.A.

Board of Education

Independent School District 280 Richfield, Minnesota

Regular Meeting, May 18, 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 fourth 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 – Fourth Read – Redlined

Policy 502.1 Guidelines – New Student Registration Requirements - Original

Section 500 Students Board Policy 502 page 1

RICHFIELD PUBLIC SCHOOLS

1 2 3

4 5 6

7 8

9

10 11 12

13 14

15 16

17

18

19

20

21 22

25

26

27

28

29

30 31

32

33

34

35

36 37

38

39

40

41

42

43 44

45

46

47

48

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.

23 III. RESIDENT STUDENT ENROLLMENT 24

- 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.
- В. 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 parent or legal guardian resides, unless: (1) parental rights have been terminated by court order; (2) the parent or quardian is not living within the state; or (3) the parent or guardian having legal custody of the child is an inmate of a Minnesota correctional facility or is a resident of a halfway house under the supervision of the commissioner of corrections. If any of clauses (1) to (3) apply, the school district of residence shall be the school district in which the pupil resided when the qualifying event occurred. If no other district of residence can be established, the school district of residence shall be the school district in which the pupil currently resides. If there is a dispute between school districts regarding residency, the district of residence is the

	Section Stude	on 500 ents		Board Policy 502 page 2
1 2 3				nated by the commissioner of education the homeless shelter gram, center, or facility assisting the student homeless person is
4 5 6		C.	Registratio	n Requirements, Including Determination of Residency
6 7 8 9 10			stude	nistrative Guidelines 502.1 provides a sample listing of new nt registration requirements, including a notice outlining a y of ways to establish residency status.
11 12 13 14 15 16 17 18			by a lattorn The fo of rec attend	nistrative Guidelines 502.2 is a sample form that may be used non-resident parent to assign parental authority and power of ey for a school-age child to a resident of the school district. orm affirms that the child is residing in the district for the purpose seiving care and support, and not for the primary purpose of ding school in the district. Upon submission of the form, the may be enrolled as a resident of the district.
19 20 21	IV.	-	RESIDENT S	STUDENT ENROLLMENT UNDER THE ENROLLMENT AM
22 23 24 25		Α.		o outlines the application and exclusion procedures for the Options Program established by Minn. Stat. § 124D.03.
26 27 28 29 30 31		В.	Enrollment) application v	Applications for enrollment under the Enrollment Options (Open Law will be approved provided that acceptance of the will not exceed the capacity of a program, <u>excluding-special</u> <u>ervices</u> , class, grade level, or school building, as established by d resolution in accordance with standards outlined in Section
32 33		C.	Standards	
34 35 36 37				following standards <i>may</i> be used in determining whether to be or reject an application for open enrollment:
38 39 40 41			a.	Space is available for the applicant under enrollment cap standards established by school board policy or other directive.
41 42 43 44 45 46 47 48			b.	In considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (1) one percent of the total enrollment at each grade level in the school district; or (2) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minn. Stat. § 124D.03.

	Section 500 Students		Board Policy 502 page 3	
1 2 3 4 5			c. The applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.	
6 7 8 9 10 11		<u>2.</u>	Standards that may be used for rejection of application. In addition to the provision of II.A. Pursuant to Minn. Stat. § 124D.03 subd. 1(b), the school district may refuse to allow a pupil who is expelled under Minn.2. Stat. § 121A.45 to enroll during the term of the expulsion if the student was expelled for:	
12 13 14 15 16 17 18			a. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one half inches in length, at school or a school function as defined by	
19 20 21 22 23 24 25			 United Stated Code, title 18, section 930, paragraph (g)(2), at school or a school function;; b. possessing or using an illegal drug at school or a school function; c. selling or soliciting the sale of a controlled substance while at school or a school function; or d. committing a third degree assault as described in Minn. Stat. 	
26 27 28 29 30		<u>3.</u>	 <u>\$609.223</u>, subd.1involving assaulting another and inflicting substantial bodily harm. Standards that may not be used for rejection of application. The school district may not use the following standards in determining 	Formatted: Font: Helvetica
31 32 33 34 35		2.	whether to accept or reject an application for open enrollment: The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:	Formatted: Font: Helvetica Formatted: List Paragraph, Indent: Left: 1.86", First line: 0"
36 37 38 39 40			 a. previous academic achievement of a student; b. athletic or extracurricular ability of a student; c. disabling conditions of a student; d. a student's proficiency in the English language; 	
41 42 43 44 45 46 47			 e. the student's district of residence <u>except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or</u> f. previous disciplinary proceedings involving the student that do not involve exclusion, expulsion or discipline involving a recommendation toward expulsion/exclusion. This shall not 	

	Section 500 Students	Board Policy 502 page 4		
1 2 3		preclude the school district from proceeding with exclusion as set out in Section IV. $\underline{C} \in$. of this policy.		
4	D.	Application - The student and parent or guardian must complete and submit the MDEan - Application for Enrollment, which is located here:		
6		https://education.mn.gov/MDE/fam/open/, the application documents are		Field Code Changed
7		either:		Formatted: Hyperlink
8		School District Enrollment Options General Statewide Enrollment Options		Formatted: List Paragraph, Bulleted + Level: 1 + Aligned
9		Application for K-12 and Early Childhood Special Education Or	l	at: 1.25" + Indent at: 1.5"
10				
11		Kindergarten (VPK) or School Readiness Plus (SRP) Application Program		
12		developed by the Minnesota Department of Children, Families and		
13		Learning, appended as Administrative Guidelines 502.3.		
14		•		
15				

Section 500 Students

Board Policy 502 page 5

1	
2	E. <u>K-12 Lotteries</u>
3	
4	If a school district has more applications than available seats at a specifi
5	grade level, it must hold an impartial lottery following the January 1
6	deadline to determine which students will receive seats. The district mus
7	give priority to enrolling siblings of currently enrolled students, student
8	whose applications are related to an approved integration and achievemer
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 a
14	least five school districts;
15	3. The nonresident district in which the student seeks to enroll operate
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	<u>F.</u> Exclusion
34	
35	 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 o
38	exclusion under law or school district policy, the administrator wi
39	transmit the application to the superintendent with
40	recommendation of whether exclusion proceedings should be
41	initiated.
42	
43	2. Superintendent's review. The superintendent may make furthe
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
-10	whether the applicant wishes to continue the application process

anging: 0.5"
neciael 0.5"
anging: 0.5"

	Sect Stud	ion 500 ents	b Board Policy 502 page 7	
1 2 3 4	3.	educ	inistrative determination that such a transfer will not adversely affect the ational program of the student and/or the school to which the transfer is being ested.	
5 6 7 8	4.	acce	students transferring into the district, willingness of the parent or guardian to pt sole responsibility for transportation to the border of the Richfield Public pols district.	
9 10 11 12	5.	and	ngness of the parent or guardian and the student to adhere to school district building policies, procedures and practices, including specified school hours pehavioral expectations.	
13 14	6.	Any requ	other reasons that the Board believes are relevant to an individual transfer est.	
15	-			Formatted: Indent: Left: 0", Hanging: 0.5"
16	C.	Арр	roval and Renewal of Interdistrict Transfers	Formatted: Indent: Left: 0"
17	4	Dee		Formatted: Indent: Hanging: 0.5"
18 19 20	1.		Jests for approval of interdistrict transfers will be considered individually by the rintendent or designee. Initial approval shall be for one year.	Formatted: Indent: Left: 0"
21 22 23 24	2.		district transfer requests may be renewed annually without reapplication upon w by the superintendent or designee based on the criteria listed in Section V- ove.	
25 26 27 28 29 30	3.	effec proc	inistrative Guidelines 502.4 outlines interdistrict transfer procedures to give t to this policy and to ensure that students and parents are informed. The adures shall be designed and administered in such a way as to ensure aliance with applicable state and federal laws prohibiting discrimination.	
30 31 32	V <mark>I</mark> .	ОТН	ER ENROLLMENT OF NONRESIDENT STUDENTS	
33 34 35 36 37		Α.	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.	
38 39 40 41 42 43 44 45 46 47 48		В.	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.	

Section 500	
Students	

 Board Policy 502 page 8

- 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.C. 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.P.** 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.

31 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
 40

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.

45
46 Legal References: Minn. Stat. §124D.03, Subds. 3, 4, 6 and 7 (Enrollment Options Program)
48 Minn. Stat. § 124D.68 (High School Graduation Incentives

	Section 500 Students	Board Policy 502 page 9
1 2 3 4 5 6 7 8		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) Minn. Stat. § 124D.08 (Agreements between School Boards; Enrollment Exceptions
9 10 11 12 13 14 15	Cross References:	Board Policy 501 (Initial Entrance to School) Board Policy 503 (Foreign Students) Board Policy 541 (Student Behavior) West Metro Education Program Joint Board Policy 509 (Student Enrollment Policies and Procedures)
16 17	ADOPTED BY THE	BOARD OF EDUCATION: August 17, 1987
18 19	REVIEWED BY THE	BOARD OF EDUCATION: March 4, 2013
20 21 22 23 24		OARD OF EDUCATION: April 1, 1996, June 15, 1998, September 006, May 1, 2006; February 19, 2008

1 2		RICHFIELD PUBLIC SCHOOLS	
3 4 5 6		SAMPLE NEW STUDENT REGISTRATION REQUIREMENTS	
7 8 9 10 11 12		Richfield Senior High School 7001 Harriet Ave. S. Richfield, MN 55423 Telephone: (612)798-6120 Fax #: (612)798-6117	
13 14		NEW STUDENT REGISTRATION REQUIREMENTS	
15 16	<u>NC</u>	OTE: Registration at Richfield High School is by appointment only.	
17 18 19 20 21 22 23	ree ree to pre	o make your transfer to Richfield High School as pleasant as possible and to gister you in appropriate classes, the Richfield High School guidance office quires that you provide us with essential records. On the day of your appointment register at Richfield High School, you need to bring with you or have your revious school send to the Richfield High School guidance office prior to your gistration, the following records:	
23 24 25 26	1.	COPY OF BIRTH CERTIFICATE OR OTHER RELIABLE PROOF OF THE STUDENT'S IDENTITY AND AGE.	
20 27 28 29 30	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.	
30 31 32 33 34	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.)	
35 36 37	4.	IEP AND INFORMATION OF SPECIAL EDUCATION SERVICES YOU HAVE RECEIVED OR FOR WHICH YOU MAY QUALIFY.	
38 39 40 41 42 43 44 45	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.	
45 46 47 48 49	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.	

1 2 7. **RESIDENCY VERIFICATION –** All new residents enrolling students are asked to 3 verify residency within the Richfield School District in any of the ways listed in 4 Administrative Guidelines 502.2, Notice to Parents / Guardians of Incoming 5 Students. 6 7 8. INTERDISTRICT TRANSFER OR OPEN ENROLLMENT -- If you are living in another school district and wish to enroll at Richfield, you must apply for 8 9 permission to attend Richfield High School through your resident district. Verification of approval will be sent to the office of the Richfield superintendent. 10 11 After obtaining permission, you must make an appointment with the Richfield 12 High School principal for final approval prior to making your appointment for 13 registration at Richfield High School. At the time of the appointment you must 14 have a parent or guardian with you and bring all the above information. 15 9. VERIFICATION OF ASSIGNED GUARDIAN - If you do not live with your parents 16 17 but live with another adult or adults whose residence is within the Richfield 18 attendance boundaries, your parents must present a signed, notarized statement 19 that they have transferred parental authority to the Richfield resident(s), and the 20 Richfield resident(s) must present a signed statement accepting the delegation 21 of parental authority. A sample Power of Attorney / Delegation of Parental 22 Authority Form is provided for this purpose. 23 24 25 Dated: August 17, 1987 March 4, 2013 26 Reviewed: 27 Revised: April 1, 1996, June 15, 1998, September 18, 2000, March 6, 2006 28

1 2 3 NOTICE TO PARENTS/GUARDIANS OF INCOMING STUDENTS 4 5 Minnesota Statutes §120A.20 provides that admission to a public school is free to 6 any person meeting age requirements who resides within the district which operates 7 the school. M.S. §124D.03 also allows a free public education for non-resident 8 students whose attendance is approved under various enrollment options. 9 10 Per pupil funding is received only for students who are enrolled in accordance with 11 these laws. Thus, it is necessary for the school district to ensure that newly enrolled 12 students are either residents of the district or non-residents whose attendance is 13 approved via a non-resident attendance agreement or through one of the state's 14 enrollment option plans. 15 16 Proof of Residency 17 18 New residents enrolling students are asked to verify residency within the Richfield School District in any one of the following ways: 19 20 21 Signed purchase agreement for a home • 22 Signed lease agreement 23 • If the parent/guardian is living in but not leasing space owned by a district 24 resident, a letter from the district resident verifying the living arrangement. 25 Driver's license 26 Voter's registration card 27 • Change of address notice obtained through the post office listing a new address 28 within the attendance boundaries of the Richfield Public Schools 29 • Utility bills to the parent/guardian 30 Bank statements 31 • Bills for good or services mailed to parent/guardian 32 Other evidence offering proof that the parent/guardian has moved out of a prior • 33 residence and into the Richfield School District. 34 35 Note: In accordance with M.S. §120A.20, Subd. 2, the Richfield Public Schools will 36 not deny free admission to a homeless person of school age solely because the 37 school district cannot determine that the person is a resident of the school district. 38 39 Non-Resident Attendance Agreement 40 41 If you are not a resident of the Richfield School District but would like your child to 42 attend the Richfield Public Schools on a tuition-free basis, you must apply for 43 permission to attend the Richfield Schools through your resident district. For further 44 information regarding enrollment options and guidance on the application process, 45 call Judy Allen in the District Office, 798-6062.

46

OLD BUSINESS – FOR REVIEW

Agenda Item V.B.

Board of Education

Independent School District 280 Richfield, Minnesota

Regular Meeting, May 18, 2020

Subject: Policy 612 Curriculum Development Administrative Guideline 612.1

(Recommended by the Superintendent)

A third read of Policy 612 and Administrative Guideline/Appendix 612.1.

Attachments

Policy 612 - Original

MSBA 603 – 2019

Policy 612 Curriculum Development - Third Update - redlined

Guideline 612.1 – Original

Guideline 612.1/Appendix A – Curriculum Approval and Adoption Process

Section 600

Educational Program Board Policy 612

Board Policy 612

page

Section 602

RICHFIELD PUBLIC SCHOOLS

RICHFIELD PUBLIC SCHOOLS

CURRICULUM DECISION MAKING DEVELOPMENT

I. PURPOSE

A.

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. <u>education program of the school</u> 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 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. These timelines shall be congruent with state standards adoption cycles. Curriculum and educational program improvement can be done through modification, new course or program offerings, updated alignment of content with state academic standards, vertical alignment of courses with regard to rigor and complexity, or program reduction and elimination.

B. 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

Policy 612

Formatted: Left: 1", Right: 1", Bottom: 0.7"	
Formatted: Font: (Default) Times New Roman, 12	pt
Formatted: Font: (Default) Times New Roman, 12 Not Bold	pt,
Formatted: Indent: Left: 0", Hanging: 0.5"	
Formatted: Font: (Default) Times New Roman, 12 Not Bold	pt,
Formatted: Justified	
Formatted: Font: (Default) Times New Roman, 12	pt
Formatted: Justified, Indent: Left: 0", Hanging: 0.	5"
Formatted: Font: (Default) Times New Roman, 12 Not Bold	pt,
Formatted: Font: (Default) Times New Roman, 12	pt
Formatted: Justified	
Formatted: Font: (Default) Times New Roman, 12 No underline	pt,
Formatted: Font: (Default) Times New Roman, 12	pt
Formatted: Font: (Default) Times New Roman, 12	pt
Formatted: Indent: Left: 0", First line: 0"	
Formatted: Indent: Left: 0", Hanging: 0.5"	
Formatted: Font: (Default) Times New Roman, 12 Not Bold	pt,
Formatted: Font: (Default) Times New Roman, 12	pt
Formatted: Font: (Default) Times New Roman, 12	pt
Formatted: Indent: Left: 0", Hanging: 0.5", No bu or numbering	ullets
Formatted: Font: (Default) Times New Roman, 12	pt
Formatted: Font: (Default) Times New Roman, 12 Not Bold	pt,
Formatted: Font: (Default) Times New Roman, 12	pt
Formatted	
Formatted: Font: (Default) Times New Roman, 12	pt
Formatted: Font: (Default) Times New Roman, 12	pt
Formatted: Font: (Default) Times New Roman, 12	pt
Formatted: Font: (Default) Times New Roman, 12	pt
Formatted: Font: (Default) Times New Roman, 12	pt
Formatted	
Formatted: Font: (Default) Times New Roman, 12	pt
Formatted: Justified, Indent: Left: 0"	

Section 600		
Educational	Board Policy 612	
Program	0200	
	page 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	Formatted: Font: (Default) Times New Roman, 12 pt
	areshall be addressed:	Formatted: Justified, Indent: Left: 0.5", Hanging: 0.5", No bullets or numbering
	1. Provide for the articulation of curriculum and courses of study from pre-	Formatted: Font: (Default) Times New Roman, 12 pt
	kindergarten through grade twelve.	Formatted: Justified
	2. Identify minimum objectives for each course and at each elementary grade level. These objectives must be aligned to state standards for a particular content and grade level.	
	4. <u>3.</u> Provide for continuing evaluation of programs for the purpose of attaining school district objectives.	Formatted: Justified, Indent: Left: 1", Hanging: 0.5", No bullets or numbering
	 Provide for articulation of courses of study from kindergarten through grade twelve. Identify key concepts, processes and content (high academic standards) for each subject and grade level. 	Formatted: Font: (Default) Times New Roman, 12 pt
	 Identify minimum learning objectives (foundations) for each course and at each grade level. 	Formatted: Font: (Default) Times New Roman, 12 pt
	5. Identify both formative and summative assessment/evaluation for each course and	Formatted: Font: (Default) Times New Roman, 12 pt
	 grade level. 6. 4. Provide a program for regular, systematicongoing monitoring of 	Formatted: Justified, Indent: Left: 1", Hanging: 0.5", No bullets or numbering
	student progress.	Formatted: Justified, Indent: Left: 1", Hanging: 0.5", No bullets or numbering
	7. <u>5.</u> Provide for specific, particular, and special needs of all members of	Formatted: Font: (Default) Times New Roman, 12 pt
	the student community.	Formatted: Font: (Default) Times New Roman, 12 pt
	6. Develop and publicly post a local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English	Formatted: Justified, Indent: Left: 1", Hanging: 0.5", No bullets or numbering
	learners, and teachers providing comprehensive, scientifically based	Formatted: Font: (Default) Times New Roman, 12 pt
	reading instruction consistent with law.	Formatted: Font: (Default) Times New Roman, 12 pt
		Formatted: Font: (Default) Times New Roman, 12 pt
	8. <u>7.</u> Integrate required and elective course standards in the scope and sequence of the district curriculum.	Formatted: Font: (Default) Times New Roman, 12 pt
	9. 8. Meet all applicable requirements of the Minnesota State	Formatted: Justified, Indent: Left: 1", Hanging: 0.5", No bullets or numbering
	RuleDepartment of Education and Lawfederal law,	Formatted: Font: (Default) Times New Roman, 12 pt
		Formatted: Font: (Default) Times New Roman, 12 pt
<u>D.</u>	Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened utilizing an evidence-based universal screener for	Formatted: Font: (Default) Times New Roman, 12 pt, No underline
	reading and math <u>for characteristics of dyslexia</u> . Students in grade 3 or higher who	Formatted: Justified, Indent: Left: 0"
	demonstrate a reading difficulty to a classroom teacher must be screened in a locally determined manner for continued reading difficulties, including the possibility of	Commented [TC1]: I would delete this, as we as a
	Policy 612	school district cannot screen specifically for dyslexia
	/	

Section 600		
Educational	Board Policy 612	
Program		
	page dyslexia <u>for characteristics of dyslexia, unless a different reason for the reading</u> 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 All families shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements	
	of Minn. Stat. 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), regardless of the student's current ability to meet or exceed Minnesota academic standards in high school as measured by the Minnesota Comprehensive Assessments (MCAs). <u>A student's plan under this section shall continue while the</u> <u>student is enrolled.</u>	Formatted: Font: (Default) Times New Roman, 12 pt
E.	-F. The superintendent shall be responsible for keeping the school board	Formatted: Font: (Default) Times New Roman, 12 pt
	informed of all state-mandated curriculum changes, <u>recommend as well as</u> recommended discretionary changes, and for periodically presenting	Francisca Frank (D. G. II) Three New Dames 12 at
	recommended modifications for school board review and affirmation.	Formatted: Font: (Default) Times New Roman, 12 pt
		Formatted: Font: (Default) Times New Roman
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	Formatted: Font: (Default) Times New Roman, 12 pt
	Curriculum Advisory Committee and may be done with approval from the Superintendent.	Formatted: Font: (Default) Times New Roman
		Formatted: Font: (Default) Times New Roman, 12 pt
G.	-GThe reviewsuperintendent shall have discretionary authority to develop	Formatted: Font: (Default) Times New Roman
	guidelines, and development process will be completed through a multi-year Continuous	Formatted: Font: (Default) Times New Roman, 12 pt
	Improvement Cycle as described in Appendices A, B, and C and addresses the following: 1. Articulation of achievement expectations and content from kindergarten through grade 12.	Formatted: Justified, Indent: Left: 0.5", Hanging: 0.5", No bullets or numbering
	2. Consideration for specific, particular and special needs of all members of the	Formatted: Font: (Default) Times New Roman, 12 pt
	student community including, diversity of Race, culture, language, ability and gender. 3. Identification of learning outcomes and academic standards for each course and	Formatted: Font: (Default) Times New Roman, 12 pt
	grade level.	Formatted: Justified, Indent: Left: 0"
	 Describe appropriate student work and course rigor to meet objectives. Provide for continuous monitoring and evaluation of programs for the purpose of 	Formatted: Font: (Default) Times New Roman, 12 pt
	meetingdirectives to implement school district objectives and State of Minnesota and	Formatted: Font: (Default) Times New Roman, 12 pt
	Federal requirements.	Formatted: Font: (Default) Times New Roman
н		Formatted: Font: (Default) Times New Roman, 12 pt
+1.	 Demonstrate need, purpose and intended value 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. Identify funding sources. 	Formatted: Font. (Derault) Times New Koman, 12 pt
	4. Summarize analysis of data related board policy relating to need, intended outcomes	Formatted: Font: (Default) Times New Roman, 12 pt
	and impact on the following: a. Finance b. Staffing c. Facilities	

d. Students Time e.

Policy 612

Section 600		
Educational	Board Policy 612	
Program		
	f. District Curriculum	
	g. District Programs	
L Progr	am and curriculum reductions shall address the following:	Formatted: Font: (Default) Times New Roman, 12 pt
	ationale for reduction or elimination of an articulated course.	Formatted. Fort. (Deladit) Times New Koman, 12 pt
	equired standards addressed in the course and other opportunities for students to	
	mplete the necessary standards for graduation. sition process for course eliminationdevelopment.	Formatted: Font: (Default) Times New Roman, 12 pt
o. Attain	*	Formatted: Indent: Left: 0.5", Hanging: 0.5", No bullets or numbering
Legal References:	Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)	Formatted: Indent: Left: 0"
	Minn. <u>Minn. Stat. § Stat.</u> 120B.11 (School District Process)	
	Minn. RuleMinn. Stat. § 120B.12 (Reading Proficiently no Later than	Formatted: Indent: Left: 0", Hanging: 0.5"
	the End of Grade 3)	Formatted
	Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to	Formatted
	Postsecondary Education and Employment)	Formatted: Justified, Indent: Left: 1.5", First line: 0"
M	Minn. Rules Part 3500.0550 (Inclusive Educational Program)	Formatted: Font: (Default) Times New Roman, 12 pt
Minn.	<u>Minn. RuleRules</u> Parts 3501.0010 – 0640-3501.0180 (Graduation Standards Reading and Mathematics)	Formatted: Font: (Default) Times New Roman, 12 pt
	<u>Minn. Rule Parts 3501.0200 – 3501.0290 (Graduation Standards Written</u>	Formatted: Font: (Default) Times New Roman, 12 pt
	Composition)	Formatted: Justified, Indent: Left: 1.5", First line: 0"
	Minn. Rule Parts 3501.0505-0550 (Graduation 0655 (Academic	
	Standards for Language Arts)	Formatted: Font: (Default) Times New Roman, 12 pt
	Minn. Minn. Rules Parts 3501.0700-3501.0745 (GraduationAcademic	Formatted
	Standards for mathematics <u>Mathematics</u>) Minn. Minn. Rules Parts 3501.0800-3501.0815 (GraduationAcademic	Formatted: Font: (Default) Times New Roman, 12 pt
	Standards – for the Arts)	Formatted: Justified, Indent: Left: 1.5", First line: 0"
	Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)	Formatted
	Minn. MinnRules Parts 3501.1000-3501.1190 (Graduation-Required-	Formatted: Justified, Indent: Left: 1.5"
	Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)	Formatted
	Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for	Formatted
	English Language Development)	
	Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social	Formatted: Justified, Indent: Left: 1.5"
	Studies) Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical	Formatted
	Education)	Formatted: Font: (Default) Times New Roman, 12 pt
	20 U.S.C. § 6301-, et seq. (No Child Left Behind (Every Student Succeeds, Act)+	Formatted: Justified, Indent: Left: 1.5", First line: 0"
		Formatted
Cross References:—		Formatted: Font: (Default) Times New Roman, 12 pt, Not Strikethrough
	MSBA/MASA Model Policy 601 (Curriculum and Instruction Goals)	Formatted: Font: (Default) Times New Roman, 12 pt
Resou	Board Policy 610 (Selection and Reevaluation of <u>604 (Instructional</u> *)	Formatted: Justified, Indent: Left: 0", Hanging: 0.5"
NdSUL	BoardMSBA/MASA Model Policy 611 (Provision for 605	Formatted
	(Alternative Instruction Programs)	Formatted: Justified, Indent: Left: 1", First line: 0.5"
		Formatted
		Formatted

Policy 612

Section 600 Educational Program

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)Students)MSBA/MASA Model Policy 616 (School District System Accountability)MSBA/MASA Model Policy 616 (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)

Formatted: Indent: Left: 1.5"

page

Formatted: Font: (Default) Times New Roman, 12 pt

Policy 612

I

1 2 3

4

9 10

11 12

14

20

22 23

24

25

26

27 28

29

30

31

32

33

34 35

36

37 38

39

40

41

42

43 44

45

46

47

48

49

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.

13 II. GENERAL STATEMENT OF POLICY

15 Curriculum development shall be directed toward the fulfillment of the goals and 16 objectives of the district's education program. Curriculum and educational 17 program improvement can be done through modification, new course or program 18 offerings, updated alignment of content with academic standards or program 19 reduction and elimination.

21 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.
 - Provide a program for regular, systematic monitoring of student progress.

Section 600
Educational Program

1 2 3 4 5 6 7	Е.	 Provide for specific, particular and special needs of all members of the student community. Integrate required and elective course standards in the scope and sequence of the district curriculum. Meet all requirements of Minnesota State Rule and Law.
7 8 9 10 11 12	Е.	The Director of Teaching and Learning shall be responsible for curriculum and program review and development. The director shall keep the school board informed of all state-mandated curriculum changes, recommend discretionary changes, and periodically present recommended modifications for school board review and affirmation.
13 14 15 16 17	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.
18 19 20 21 22 23 24 25 26 27 28 29 30 31 32	G. H.	 The review 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: Articulation of achievement expectations and content from kindergarten through grade 12. Consideration for specific, particular and special needs of all members of the student community including, diversity of Race, culture, language, ability and gender. Identification of learning outcomes and academic standards for each course and grade level. Describe appropriate student work and course rigor to meet objectives. Provide for continuous monitoring and evaluation of programs for the purpose of meeting school district objectives and State of Minnesota and Federal requirements.
 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 		 Minor program adjustments, pilots and special projects shall: 1. Demonstrate need, purpose and intended value 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. Identify funding sources. 4. Summarize analysis of data related to need, intended outcomes and impact on the following: a. Finance b. Staffing c. Facilities d. Students e. Time f. District Curriculum g. District Programs
49	١.	Program and curriculum reductions shall address the following:

Section 600	
Educational Program	

1 2 3 4 5	2. Requ stude	le for reduction or elimination of an articulated course. d standards addressed in the course and other opportunities for s to complete the necessary standards for graduation. tion process for course elimination.	
6			
7	Legal References:	Minn. Stat. 120B.10 (Improving Instruction and Curriculum)	
8		Minn. Stat. 120B.11 (School District Process)	
9		Minn. Rule 3500.0550 (Inclusive Educational Program)	
10		Minn. Rule Parts 3501.0010 – 3501.0180 (Graduation	
11		Standards Reading and Mathematics)	
12		Minn. Rule Parts 3501.0200 – 3501.0290 (Graduation	
13		Standards Written Composition)	
14		Minn. Rule Parts 3501.0505-0550 (Graduation Standards for	
15		Language Arts)	
16		Minn. Rules Parts 3501.0700-3501.0745 (Graduation Standards	
17		for mathematics)	
18		Minn. Rules Parts 3501.0800-3501.0815 (Graduation Standards	
19		- Arts) Minn, Bules Ports 2501 1000 2501 1100 (Creduction Poguired	
20		Minn. Rules Parts 3501.1000-3501.1190 (Graduation Required	
21		Assessment for Diploma)	
22 23		20_U.S.C. 6301.et seq. (No Child Left Behind Act)	
23 24			
2 4 25	Cross References:	Board Policy 601 (Curriculum and Instruction Goals)	
26		Board Policy 610 (Selection and Reevaluation of Instructional	
20 27		Resources)	
28		Board Policy 611 (Provision for Alternative Instruction)	
29			
30			
31			
32	ADOPTED BY THE B	OARD OF EDUCATION: November 2, 1998	
33			
34	AMENDED BY THE B	OARD OF EDUCATION: March 21, 2005	
35		,,_,,_,,,_,,,,	
36	AMENDED BY THE B	OARD OF EDUCATION: February 7, 2011	
37			
38			

Adopted:_____

Revised:_____

603 CURRICULUM DEVELOPMENT

[Note: Minn. Stat. § 120B.11 requires school districts to adopt a comprehensive longterm 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) 3501.1000-3501.1190 (Graduation-Required Minn. Rules Parts 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 Accommodations, (Testing 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

Curriculum Approval and Adoption Process

- 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 2015

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

	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

RICHFIELD PUBLIC SCHOOLS EDUCATION PROGRM CONTINUOUS IMPROVEMENT SCHEDULE

Richfield Public Schools Teaching & Learning

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

OLD BUSINESS – FOR REVIEW

Agenda Item V.C.

Board of Education

Independent School District 280 Richfield, Minnesota

Regular Meeting, May 18, 2020

Subject: Policy 404 – Drug and Alcohol Testing

(Recommended by the Superintendent)

A third read of Policy 404 and forms.

Attachments

Policy 404 - Original

MSBA 416

MSBA 416 Attachments

Policy 404 and Attachments – Redlined

	1 6130		pager
1			RICHFIELD PUBLIC SCHOOLS
2 3 4 5			DRUG AND ALCOHOL TESTING
6	I.	PURP	POSE
7 8 9 10 11 12		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.
13 14 15 16 17 18 19 20		В.	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.
20 21 22	II.	GENE	ERAL STATEMENT OF POLICY
23 24 25 26 27 28 29		А.	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.
30 31 32 33 34		В.	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.
34 35 36 37 38 39 40 41 42 43		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.
43 44 45 46 47 48		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.

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

A. <u>General Statement of Policy</u>

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana, 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. <u>Definitions</u>
 - 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.

2

3

4 5

6

7

8

9 10

11 12

13

14 15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36 37

38

39

40

41

42

43

44

45 46

47

48

49

- 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; (i) 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 (1) 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. <u>Policy and Educational Materials</u>
 - 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. <u>Alcohol and Controlled Substances Testing Program Manager</u>
 - 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

	Section 400 Personnel		Board Policy 404 page 5
1 2 3			submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
3 4 5 6 7		2.	The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.
6 7 8 9	E.	<u>Specif</u>	Tic Prohibitions for Drivers
9 10 11 12 13 14 15		1.	<u>Alcohol Concentration</u> . 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.
16 17 18		2.	<u>Alcohol Possession</u> . No driver shall be on duty or operate a CMV while the driver possesses alcohol.
19 20		3.	<u>On-Duty Use</u> . No driver shall use alcohol while performing safety-sensitive functions.
21 22 23 24		4.	<u>Pre-Duty Use</u> . No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
25 26 27		5.	<u>Use Following an Accident</u> . 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.
28 29 30 31 32 33		6.	<u>Refusal to Submit to a Required Test</u> . 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.
34 35 36 37 38 39 40 41		7.	<u>Use of Controlled Substances</u> . 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.
41 42 43 44 45 46		8.	<u>Positive</u> , <u>Adulterated</u> , <u>or</u> <u>Substituted</u> <u>Test</u> for <u>Controlled</u> <u>Substance</u> . No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances or has adulterated or substituted a test specimen for controlled substances.
40 47 48 49		9.	<u>General Prohibition</u> . 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. <u>Other Alcohol-Related Conduct</u>

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. <u>Prescription Drugs</u>

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.

- H. <u>Testing Requirements</u>
 - 1. Pre-Employment Testing
 - a. A driver applicant shall undergo testing for alcohol and controlled substances 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, <u>including medical cannabis</u>, 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.

1 2 3 4 5 6 7		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.
8	2.	Doct A	Accident Testing
9	۷.	<u>r ost-</u>	Accident Testing
10			
10		a.	As soon as practicable following an accident involving a CMV, the
12		u.	school district shall test the driver for alcohol and controlled
13			substances if the accident involved the loss of human life or if the
14			driver receives a citation for a moving traffic violation arising from
15			an accident which results in bodily injury or disabling damage to a
16			motor vehicle.
17			notor venicie.
18		b.	Drivers should be tested for alcohol use within two (2) hours and no
19		υ.	later than eight (8) hours after the accident.
20			later than eight (8) hours after the accident.
20		c.	Drivers should be tested for controlled substances no later than
22		υ.	thirty-two (32) hours after the accident.
23			unity-two (32) hours after the accident.
24		d.	A driver subject to post-accident testing must remain available for
25		u.	testing, or shall be considered to have refused to submit to the test.
26			testing, of shall be considered to have refused to sublint to the test.
27		e.	If a post-accident alcohol test is not administered within two (2)
28		С.	hours following the accident, the school district shall prepare and
29			maintain on file a record stating the reasons the test was not
30			promptly administered and continue to attempt to administer the
31			alcohol test within eight (8) hours.
32			alcohor test within eight (0) hours.
33		f.	If a post-accident alcohol test is not administered within eight (8)
34		1.	hours following the accident or a post-accident controlled
35			substances test is not administered within thirty-two (32) hours
36			following the accident, the school district shall cease attempts to
37			administer the test, and prepare and maintain on file a record stating
38			the reasons for not administering the test.
39			the reasons for not administering the test.
40	3.	Rando	om Testing
41	5.	<u>Italiao</u>	
42			
43			
44		a.	The school district shall conduct tests on a random basis at
45		u.	unannounced times throughout the year, as required by the federal
46			regulations.
47			rogunations.
48			
Ъ			

1 2 3 4 5		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%.
5 6 7 8 9 10		с.	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.
11		L	Dendens tests shall be supervised. Deter for administration
12		d.	Random tests shall be unannounced. Dates for administering
13			random tests shall be spread reasonably throughout the calendar
14 15			year.
16		2	Drivers shall present immediately to the collection site upon
17		e.	Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is
18			performing a safety-sensitive function, other than driving, at the
19			time of notification, the driver shall cease to perform the function
20			and proceed to the collection site as soon as possible.
21			and proceed to the concerton site as soon as possible.
22	4.	Reasor	hable Suspicion Testing
23		1104501	
24			
25		a.	The school district shall require a driver to submit to an alcohol test
26			and/or controlled substances test when a supervisor or school district
27			official, who has been trained in accordance with the regulations,
28			has reasonable suspicion to believe that the driver has used alcohol
29			and/or controlled substances on duty or within four (4) hours before
30			coming on duty. The test shall be done as soon as practicable
31			following the observation of the behavior indicative of the use of
32			controlled substances or alcohol.
33			
34		b.	The reasonable suspicion determination must be based on specific,
35			contemporaneous, articulable observations concerning the driver's
36			appearance, behavior, speech, or body odors. The required
37			observations for reasonable suspicion of a controlled substances
38			violation may include indications of the chronic and withdrawal
39			effects of controlled substances.
40			
41		c.	Alcohol testing shall be administered within two (2) hours following
42			a determination of reasonable suspicion. If it is not done within two
43			(2) hours, the school district shall prepare and maintain a record
44			explaining why it was not promptly administered and continue to
45			attempt to administer the alcohol test within eight (8) hours. If an
46			alcohol test is not administered within eight (8) hours following the
47			determination of reasonable suspicion, the school district shall cease
48			attempts to administer the test and state in the record the reasons for
49			not administering the test.

1 2 3 4 5 6 7 8		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.
9 10 11 12 13 14 15	5.	not re succes under	<u>n-To-Duty Testing</u> . A driver found to have violated this policy shall eturn to work until an SAP has determined the employee has ssfully complied with prescribed education and/or treatment and until going return-to-duty tests indicating an alcohol concentration of less 0.02 and a confirmed negative result for the use of controlled ances.
16 17 18	6.	of as	<u>w-Up Testing</u> . When an SAP has determined that a driver is in need sistance in resolving problems with alcohol and/or controlled
19 20 21			ances, the driver shall be subject to unannounced follow-up testing as ed by the SAP for up to sixty (60) months after completing a treatment am.
22 23	7.	<u>Refus</u>	al to Submit and Attendant Consequences
24			
25			
26		a.	A driver or driver applicant may refuse to submit to drug and alcohol
27			testing.
28			
29		b.	Refusal to submit to a required drug or alcohol test subjects the
30			driver or driver applicant to the consequences specified in federal
31			regulations as well as the civil and/or criminal penalty provisions of
32			49 U.S.C. § 521(b). In addition, a refusal to submit to testing
33			establishes a presumption that the driver or driver applicant would
34			test positive if a test were conducted and makes the driver or driver
35			applicant subject to discipline or disqualification under this policy.
36			
37		c.	A driver applicant who refuses to submit to testing shall be
38			disqualified from further consideration for the conditionally offered
39			position.
40			
41		d.	An employee who refuses to submit to testing shall not be permitted
42			to perform safety-sensitive functions and will be considered
43			insubordinate and subject to disciplinary action, up to and including
44			dismissal. If an employee is offered an opportunity to return to a
45			DOT safety-sensitive duty, the employee will be evaluated by an
46			SAP and must submit to a return-to-duty test prior to being
47 48			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. <u>Testing Procedures</u>
 - 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

1 2 3 4 5 6 7 8 9 10 11			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.
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 17			from performing safety-sensitive functions.
17 18		f.	The MRO may confirm the test as a positive without having
19		1.	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 26			(2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DEP; or
20 27			(72) hours of being instructed to do so by the DER; or
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.	Alcoh	<u>ol Testing</u>
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		c.	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		d.	If the screening test results show alcohol concentration of 0.02 or
2 3 4 5		u.	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.
5 6 7		e.	Alcohol tests are reported directly to the DER.
8		0.	Theonor tests are reported directly to the DER.
9	J.	Driver/Driver	Applicant Rights
10			
11			ivers and driver applicants subject to the controlled substances testing
12			ions of this policy who receive a confirmed positive test result for the
13			f controlled substances have the right to request, at the driver's or
14			applicant's expense, a confirming retest of the split urine sample. If
15			nfirming retest is negative, no adverse action will be taken against the
16		driver	, and a driver applicant will be considered for employment.
17			
18		2 The e	the statistics will not discharge a driven when for the first time
19 20			chool district will not discharge a driver who, for the first time, es a confirmed positive drug or alcohol test UNLESS:
20		Tecerv	es a commed positive drug of alconor test UNLESS.
22		a.	The school district has first given the employee an opportunity to
23		a.	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		с.	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	V	Testine Labor	
38	K.	Testing Labor	ratory
39 40		The testing la	horstory for controlled substances will be Quest Diagnosting which
40 41		-	boratory for controlled substances will be Quest Diagnostics , which ry certified by the Department of Health and Human Services –
41			perform controlled substances testing pursuant to federal regulations.
43		57 1011573 10	perform controlled substances testing pursuant to rederar regulations.
44	L.	<u>Confidentialit</u>	ty of Test Results
45			
46			nd controlled substances test results and required records of the drug
47			esting program are considered confidential information under federal
48		-	te data on individuals as that phrase is defined in Minn. Stat. Ch. 13.
49		Any informat	ion concerning the individual's test results and records shall not be

1 2 3		released without written permission of the individual, except as provided fo regulation or law.							
4	М.	Recor	Recordkeeping Requirements and Retention of Records						
5 6 7 8		1.	The school district shall keep and m federal regulations in a secure locati						
9 10 11		2.	The required records shall be retained	ed for the following m	ninimum periods:				
12 13			Basic records		5 years				
13 14 15 16 17 18 19 20 21			"Basic records" includes records o concentration of 0.02 or greater; results; (c) refusals to submit to requ or adulterated drug test results); (d) tests and schedules for follo documentation; (g) administration o each annual calendar year summary.	(b) verified positive nired tests (including s) SAP reports; (e) all ow-up tests; (f) of the testing program	drug test substituted follow-up calibration				
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 cor		1 year				
26			Education and training records		indefinite				
27									
28			"Education and training records"						
29			individuals perform the functions where the second		and for the				
30			two (2) years after ceasing to perform	m those functions.					
31 32	N.	Traini	na						
33	14.	<u>11ann</u>	ng						
34		The se	chool district shall ensure all persons	designated to supervi	se drivers receive				
35		trainiı	ng. The designated employees shall	receive at least sixty	(60) minutes of				
36			ng on alcohol misuse and at least sixty		-				
37			nces use. The training shall inclu	1 .	· · · · ·				
38		-	mance indicators of probable misu						
39			nces. The training will be used by the	e supervisors to make	determinations of				
40		reasor	able suspicion.						
41 42	О.	Conse	auonaas of Prohibitad Conduct and E	nforcoment					
42 43	0.	Conse	quences of Prohibited Conduct and E	morcement					
44		1.	Removal. The school district shall	l remove a driver wh	o has engaged in				
45			prohibited conduct from safety-sens						
46			permitted to return to safety-sensitiv						
47			to-duty requirements of federal DO						
48			•	c	*				
49		2.	Referral, Evaluation, and Treatment	<u>-</u>					

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. <u>Disciplinary Action</u>

- 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. <u>Other Testing</u>

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.

4 5 6

7

8

9

10

11

12

13

14

15

16 17

18

19 20

21 22

23

24

25

26

27 28 29

30

31

32

33 34

35 36

37

38

39

40

41

42

43

44

45

46

1

2

3

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.

- Circumstances Under Which Drug or Alcohol Testing May Be Requested or A. **Required:**
 - 1. **General Limitations**
 - The school district will not request or require an employee or job a. 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.
 - The school district will not request or require an employee or job b. 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**

47 48

	Personnei		page to
1 2 3 4			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.
5		4.	Reasonable Suspicion Testing
6 7 8 9 10			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:
10 11 12			a. is under the influence of drugs or alcohol;
13 14 15 16 17			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;
18 19 20 21 22			 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
23 24 25 26			d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.
27 28		5.	Treatment Program Testing
20 29 30 31 32 33 34 35			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
36 37			prescribed chemical dependency treatment program.
38 39		6.	Routine Physical Examination Testing
40 41 42 43 44 45 46			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.
40 47 48	B.	<u>No Le</u>	egal Duty to Test

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 established under one of the programs listed in Minn. Stat. § 181.953, Subd. 11 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 45 a. results in an equal probability that any employee from a group of 46 employees subject to the selection mechanism will be selected; and 47 48 b. does not give the school district discretion to waive the selection of 49 any employee selected under the mechanism.

	Section 400 Personnel		Board Policy 404 page 18
1 2 3 4		7.	"Reasonable suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
5 6 7		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.
8 9 10	D.	-	of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and quences of Such Refusal
11 12 13		1.	Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing
14 15 16 17 18			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.
19 20 21 22		2.	Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing
23 24 25 26 27			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.
28 29 30		3.	Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing
31 32 33 34 35			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.
36	E.	<u>Reliab</u>	vility and Fairness Safeguards
37 38 20		1.	Pretest Notice
39 40 41 42 43 44 45 46			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.
40 47 48		2.	Notice of Test Results

			page to
1 2 3 4 5 6		testing job ap result	the three (3) working days after receipt of a test result report from the glaboratory, the school district shall inform in writing an employee or plicant who has undergone drug or alcohol testing of a negative test on an initial screening test or of a negative or positive test result on a matory test.
7 8	3.	<u>Notice</u>	e of and Right to Test Result Report
9 10 11 12 13 14		testing or job or job	In three (3) working days after receipt of a test result report from the glaboratory, the school district shall inform in writing, an employee applicant who has undergone drug or alcohol testing of the employee applicant's right to request and receive from the school district a copy test result report on any drug or alcohol test.
15 16	4.	<u>Notice</u>	e of and Right to Explain Positive Test Result
17 18 19 20 21		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.
22 23 24 25 26 27		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.
28 29 30 31 32		с.	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.
33 34	5.	Notice	e of and Right to Request Confirmatory Retests
34 35 36 37 38 39 40		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.
40 41 42 43 44 45 46 47 48 49		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

1			transfer the sample to another laboratory licensed under Minn. Stat.
2 3 4 5 6 7			§ 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
8 9 10 11			original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.
12 13 14 15		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.
16 17 18			Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.
19 20 21 22	F.		narge and Discipline of Employees Whose Positions Do Not Require a mercial Driver's License
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 26 27			test result from an initial screening test that has not been verified by a confirmatory test.
28		2.	In the case of a positive test result on a confirmatory test, the employee shall
29 30 31			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.
32		2	
33 34		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
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			a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to
40			coverage under an employee benefit plan, either a drug or alcohol
41 42			counseling or rehabilitation program, whichever is more
42 43			appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in
44			the diagnosis and treatment of chemical dependency; and
45			
46 47			b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the
48			program, as evidenced by withdrawal from the program before its

	Section 400 Personnel	Board Policy 404 page 21
1 2 3		completion or by a positive test result on a confirmatory test after completion of the program.
2 3 4 5 6 7 8 9 10 11 12		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.
12 13 14 15 16 17 18		5. 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.
19 20 21 22 23		6. 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.
24 25	G.	Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License
26 27 28 29 30 31 32		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.
33	H.	Chain-of-Custody Procedures
34 35 36 37 38		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:
39 40 41 42		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;
43 44 45 46		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;
40 47 48		3. A sample must be accompanied by a written chain-of-custody record; and

1 2 3 4		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.
5	I.	<u>Priva</u>	acy, Confidentiality and Privilege Safeguards
6 7 8		1.	Privacy Limitations
9 10 11 12			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.
12 13 14		2.	Confidentiality Limitations
15 16 17 18 19 20 21			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.
22		3.	Exceptions to Privacy and Confidentiality Disclosure Limitations
23 24 25 26 27 28 29 30 31 32 33 34			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.
35		4.	Privilege
36 37 38 39 40			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.
41	J.	<u>Notic</u>	ce of Testing Policy to Affected Employees
42 43 44 45 46 47 48 49		polic affec job a made empl	school district shall provide written notice of this drug and alcohol testing by to all affected employees upon adoption of the policy, to a previously non- ted employee upon transfer to an affected position under the policy, and to a applicant upon hire and before any testing of the applicant if the job offer is the contingent on the applicant's passing drug and alcohol testing. Affected loyees and applicants will acknowledge receipt of this written notice in the of Attachment G to this policy.

12V.POSTING3455premises that

6

7

8

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.

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		
25 26	Cross Refer	2000
20 27	CIOSS REIEN	
28		
29		
30		
31		
32		
33	ADOPTED BY THE	BOARD OF EDUCATION: September 5, 1995
34		
35	AMENDED BY THE	E BOARD OF EDUCATION: November 6, 2000, November 15,
36	2004. August 13, 2	
37	C	

1	
2	Attachment A
3	
4	(TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD)
5	
6	
7	— PRETEST NOTICE —
8	
9	
10	I,,the undersigned employee/job applicant of Independent School
11	District No. 280, Richfield, Minnesota ("School District") do hereby
12	acknowledge that I have been provided a copy of the School District's Drug
13	and Alcohol Testing Policy.
14	
15	
16	
17	
18	Date:
19	Signature of Employee/Job Applicant
20	
21	

	Attachment B
	(TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD)
	— POST TEST NOTICE —
I am cui	rrently taking or have recently taken:
	no over-the-counter or prescription medications; or
	the following over-the-counter or prescription medications:
l also of	ffer the following information relevant to the reliability of, or explanation for,
a positiv	
•	ve test result:
	Signature of Employee/Job Applicant

2 3

4 5

6

Attachment C

WAIVER AND CONSENT TO SUBMIT TO DRUG AND ALCOHOL TESTING

7 I hereby agree to submit to drug or alcohol testing on a random basis as 8 required by my employer, Independent School District No. 280. 9 understand that such testing may include any method of analysis at my 10 employer's discretion, including intoxilyzer (breath-testing), blood test, or 11 urine test, and may occur at any time without prior notice to me. I 12 understand that I have certain rights under state law regarding drug and 13 alcohol testing and I have been provided a copy of the law applicable to 14 those rights and have had an opportunity to review it. I hereby waive all of 15 my rights regarding employer drug and alcohol testing under state law 16 including, but not limited to, the right to written notice of drug and alcohol 17 testing pursuant to a school district policy and confirmatory retest. I understand that a positive drug or alcohol test will subject me to discipline 18 19 which includes, but is not limited to, immediate suspension without pay or 20 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:_____

Dated:

Name

30

21

22

23 24 25

26

27 28 29

31

Witness

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.

w
(**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:

- \Box 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:	
	Fax #:
Designated Employer Representative:	
Section I-B.	
Previous Employer Name:	
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:

 Did the employee have alcohol tests with a result of 0.04 or higher? Did the employee have verified positive drug tests? 			_ NO NO
3. Did the employee refuse to be tested?			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

(DRAFT)

[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.

 \Box 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. <u>Employee Discharge and Discipline</u>
 - 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. <u>Withdrawal of Applicant's Job Offer</u>

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

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:

- \Box Upon adoption of the policy. (employee).
- \Box 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

Adopted:_____

Revised:

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. <u>General Statement of Policy</u>

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. <u>Definitions</u>

- 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. <u>Policy and Educational Materials</u>

[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. <u>Alcohol and Controlled Substances Testing Program Manager</u>

[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. <u>Specific Prohibitions for Drivers</u>

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

1. <u>Alcohol Concentration</u>. 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. <u>Alcohol Possession</u>. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
- 3. <u>On-Duty Use</u>. No driver shall use alcohol while performing safety-sensitive functions.
- 4. <u>Pre-Duty Use</u>. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
- 5. <u>Use Following an Accident</u>. 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. <u>Refusal to Submit to a Required Test</u>. 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. <u>Use of Controlled Substances</u>. 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. <u>Positive, Adulterated, or Substituted Test for Controlled Substance</u>. 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. <u>General Prohibition</u>. 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. <u>Prescription Drugs</u>

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. <u>Testing Requirements</u>

1. <u>Pre-Employment Testing</u>

[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 preemployment 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. <u>Post-Accident Testing</u>

[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. <u>Random Testing</u>

[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. <u>Reasonable Suspicion Testing</u>

[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 twentyfour (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. <u>Return-To-Duty Testing</u>. 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. <u>Follow-Up Testing</u>. 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. <u>Refusal to Submit and Attendant Consequences</u>

[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. <u>Testing Procedures</u>
 - 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. <u>Alcohol Testing</u>

[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. <u>Testing Laboratory</u>

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. <u>Confidentiality of Test Results</u>

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. <u>Recordkeeping Requirements and Retention of Records</u>

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

"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. <u>Training</u>

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. <u>Consequences of Prohibited Conduct and Enforcement</u>
 - 1. <u>Removal</u>. 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. <u>Referral, Evaluation, and Treatment</u>
 - 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. <u>Other Testing</u>

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. <u>Circumstances Under Which Drug or Alcohol Testing May Be Requested or</u> <u>Required</u>:
 - 1. <u>General Limitations</u>
 - 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. <u>Random Testing</u>

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. <u>Reasonable Suspicion Testing</u>

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. <u>Treatment Program Testing</u>

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. <u>No Legal Duty to Test</u>

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. <u>Definitions</u>

- 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. <u>Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing</u> and Consequences of Such Refusal

1. <u>Right of Other Employee or Job Applicant to Refuse Drug and Alcohol</u> <u>Testing</u>

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. <u>Consequences of an Employee's Refusal to Undergo Drug and Alcohol</u> <u>Testing</u>

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. <u>Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol</u> <u>Testing</u>

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. <u>Reliability and Fairness Safeguards</u>

1. <u>Pretest Notice</u>

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. <u>Notice of Test Results</u>

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. <u>Notice of and Right to Explain Positive Test Result</u>
 - 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. <u>Notice of and Right to Request Confirmatory Retests</u>

- 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-ofcustody 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. <u>Discharge and Discipline of Employees Whose Positions Do Not Require a</u> <u>Commercial Driver's License</u>

- 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. <u>Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a</u> <u>Commercial Driver's License</u>

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. <u>Chain-of-Custody Procedures</u>

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. <u>Privacy, Confidentiality and Privilege Safeguards</u>

1. <u>Privacy Limitations</u>

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. <u>Confidentiality Limitations</u>

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. <u>Exceptions to Privacy and Confidentiality Disclosure Limitations</u>

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. <u>Privilege</u>

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 nonaffected 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:	<i>eferences:</i> 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)	

Board Policy 404 page 1

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. <u>General Statement of Policy</u>

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. <u>Definitions</u>
 - 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.

Board Policy 404 page 3

- 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 (1) 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.

Board Policy 404 page 4

- 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. <u>Policy and Educational Materials</u>
 - 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.

Formatted: Highlight

D. Alcohol and Controlled Substances Testing Program Manager

Board Policy 404 page 5

- 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. <u>Specific Prohibitions for Drivers</u>
 - 1. <u>Alcohol Concentration</u>. 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. <u>Alcohol Possession</u>. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
 - 3. <u>On-Duty Use</u>. No driver shall use alcohol while performing safety-sensitive functions.
 - 4. <u>Pre-Duty Use</u>. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
 - 5. <u>Use Following an Accident</u>. 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. <u>Refusal to Submit to a Required Test</u>. 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. <u>Use of Controlled Substances</u>. 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.

Board Policy 404 page 6

- 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. <u>General Prohibition</u>. 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. <u>Testing Requirements</u>

- 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

Formatted: Highlight

Board Policy 404 page 7

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

Board Policy 404 page 8

administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

3. <u>Random Testing</u>

- 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. <u>Reasonable Suspicion Testing</u>

- 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

Board Policy 404 page 9

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. <u>Return-To-Duty Testing</u>. 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. <u>Follow-Up Testing</u>. 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. <u>Refusal to Submit and Attendant Consequences</u>
 - 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

Board Policy 404 page 10

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.

Formatted: Highlight

I. <u>Testing Procedures</u>

- 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,

Board Policy 404 page 11

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.

Board Policy 404 page 12

2. <u>Alcohol Testing</u>

- 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

Board Policy 404 page 13

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. <u>Testing Laboratory</u>

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. <u>Recordkeeping Requirements and Retention of Records</u>

- 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

Board Policy 404 page 14

"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. <u>Removal</u>. 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

Board Policy 404 page 15

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. <u>Circumstances Under Which Drug or Alcohol Testing May Be Requested or</u> <u>Required</u>:

1. <u>General Limitations</u>

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

Board Policy 404 page 16

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. <u>Reasonable Suspicion Testing</u>

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;
- 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;
- 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.

Board Policy 404 page 17

5. <u>Treatment Program Testing</u>

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. <u>Routine Physical Examination Testing</u>

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. <u>No Legal Duty to Test</u>

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. <u>Definitions</u>

- 1. "Drug" means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.
- "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

Board Policy 404 page 18

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. <u>Right of Other Employee or Job Applicant to Refuse Drug and Alcohol</u> <u>Testing</u>

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. <u>Consequences of an Employee's Refusal to Undergo Drug and Alcohol</u> <u>Testing</u>

Board Policy 404 page 19

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. <u>Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol</u> <u>Testing</u>

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. <u>Reliability and Fairness Safeguards</u>

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.

Formatted: Highlight

Board Policy 404 page 20

- 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.

Board Policy 404 page 21

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

- F. <u>Discharge and Discipline of Employees Whose Positions Do Not Require a</u> <u>Commercial Driver's License</u>
 - 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, coemployees 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

Formatted: Highlight

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. <u>Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a</u> <u>Commercial Driver's License</u>

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

Board Policy 404 page 23

1. <u>Privacy Limitations</u>

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. <u>Confidentiality Limitations</u>

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.

Formatted: Highlight

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. § 152.33 (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

Section 400Board Policy 404Personnelpage 25	
Attachment A	Formatted: Left
-	Formatted: Font: Not Bold
[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]	Formatted: Indent: Left: 0", First line: 0" Formatted: Indent: Left: 0", First line: 0", Line spacing:
<u>— DRIVER ACKNOWLEDGMENT —</u>	At least 24 pt, Tab stops: 6", Right + Not at 1" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" +
DRUG AND ALCOHOL TESTING POLICY AND MATERIALS	6.5" + 7"
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:	Formatted: Font: Helvetica, 12 pt
Upon adoption of the policy. (employee).	Formatted: Font: Helvetica, 12 pt
Upon my hire. (job applicant/new employee).	Formatted: Font: Helvetica, 12 pt
After receipt of my conditional job offer, before any testing if my job offer is	Formatted: Font: Helvetica, 12 pt
contingent upon my passing of drug and alcohol testing. (job applicant).	
l also received materials concerning the effects of alcohol and controlled substances use	Formatted: Font: Helvetica, 12 pt
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	Formatted: Font: Not Bold
Manager is and that any questions I may have	Formatted: Font: Not Bold
concerning the Policy should be directed to the Program Manager.	
Dated:	Formatted: Font: Not Bold
Signature of Employee/Applicant	Formatted: Font: Not Bold
Typed or Printed Name	Formatted: Font: Not Bold

Board Policy 404 page 26

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:

<u>J hereby authorize release of information from my Department of Transportation</u> 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;

<u>6. Documentation, if any, of completion of the return-to-duty process following a rule violation.</u>

Date:

Fax #:

Employee Signature:

Section I-A. School District Name:

Address:____ Phone #:

Designated Employer Representative:

<u>Section I-B.</u> Previous Employer Name: _____ Address:______ Phone #:

Designated Employer Representative (if known):

Formatted: Left, Indent: Left: 0", First line: 0"
Formatted: Font: Helvetica, 12 pt, Not Bold, Font color: Auto
Formatted: Font: Helvetica, 12 pt, Font color: Auto
Formatted: Font: Helvetica, 12 pt, Not Bold, Font color: Auto
Formatted: Font: Helvetica, 12 pt, Font color: Auto
Formatted: Font: Helvetica, 12 pt, Not Bold, Font color: Auto
Formatted: Font: Helvetica, 12 pt, Font color: Auto
Formatted: Font: Helvetica, 12 pt, Font color: Auto
Formatted: Font: Helvetica, 12 pt, Font color: Auto
Formatted: Font: Helvetica, 12 pt, Font color: Auto
Formatted: Font: Helvetica, 12 pt, Font color: Auto
Formatted: Font: Helvetica, 12 pt, Font color: Auto
Formatted: Font: Helvetica, 12 pt, Font color: Auto
Formatted: Indent: First line: 0.5"

Formatted: Indent: Left: 0.5"

1	Formatted: Left, Indent: Left: 0", First line: 0"
1	Formatted: Font: Helvetica, 12 pt, Font color: Auto
1	Formatted: Font: Not Bold
1	Formatted: Font: Helvetica, 12 pt, Font color: Auto
1	Formatted: Font: Helvetica, 12 pt, Font color: Auto
1	Formatted: Font: Helvetica, 12 pt, Font color: Auto
-	Formatted: Font: Helvetica, 12 pt, Font color: Auto
۲	Formatted: Font: Helvetica, 12 pt, Font color: Auto
Υ	Formatted: Font: Helvetica, 12 pt, Font color: Auto
Ϊ	Formatted: Font: Helvetica, 12 pt, Font color: Auto
-	Formatted: Font: Helvetica, 12 pt, Font color: Auto
1	Formatted: Font: Helvetica, 12 pt, Font color: Auto
1	Formatted: Font: Helvetica, 12 pt, Font color: Auto
Ϊ	Formatted: Font: Helvetica, 12 pt, Font color: Auto
1	Formatted: Font: Helvetica, 12 pt, Font color: Auto
Y,	Formatted: Font: Helvetica, 12 pt, Font color: Auto
Y	Formatted: Left, Indent: Left: 0", First line: 0"

Section 400	
Personnel	

Board Policy 404 page 27

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	<u>NO</u>
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?		NO
6. If you answered "yes" to any of the above items, did the		
employee complete the return-to-duty process? N/A	YES	<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-toduty documentation (e.g., SAP report(s), follow-up testing record).

Section II-B.

Formatted: Font: Helvetica, 12 pt, Font color: Auto

Formatted:	Font: Helvetica, 12 pt, Font color: Auto
Formatted:	Font: Helvetica, Font color: Auto
Formatted:	Indent: First line: 0.5"
Formatted:	Font: Helvetica, Font color: Auto
Formatted:	Font: Helvetica, Font color: Auto
Formatted:	Font: Helvetica, Font color: Auto
Formatted:	Font: Helvetica, Font color: Auto
Formatted:	Font: Helvetica, Font color: Auto
Formatted:	Font: Helvetica, Font color: Auto
Formatted:	Font: Helvetica, Font color: Auto
Formatted:	Font: Helvetica, Font color: Auto
Formatted:	Font: Helvetica, Font color: Auto
Formatted:	Font: 10 pt
Formatted:	Left, Indent: Left: 0", First line: 0"
Formatted:	Font: Helvetica, 12 pt
Formatted:	Font: Helvetica, 12 pt, Font color: Auto
Formatted:	Left, Indent: Left: 0", First line: 0"
Formatted:	Font: Helvetica, 12 pt, Font color: Auto
Formatted:	Font: Not Bold
Formatted:	Left, Indent: Left: 0", First line: 0"

Section 400 Personnel	Board Policy 404 page 28	
<u>Attachment C</u>	4-	Formatted: Centered
TO BE PLACED ON SCHOOL DISTRI	CT LETTERHEAD1	
<u>—BUS DRIVER OR DRIVER A</u> <u>REFUSAL TO SUBMIT TO</u>	PPLICANT —	
I hereby refuse to submit to drug/alcohol testing by doing	the followina:	Formatted: Left
		Formatted: Font: Helvetica, Font color: Auto
Failing to appear for any test within a reasonable	time, as determined by the school	Formatted: Left, Line spacing: 1.5 lines
district, consistent with applicable DOT regulation	s, after being directed to do so;	Formatted: Left, Indent: Left: 0", Hanging: 0.5", Line spacing: 1.5 lines
Failing to remain at the testing site until the testing	g process is complete;	Formatted: Left, Line spacing: 1.5 lines
Failing to provide a urine specimen or an adequate any DOT drug or alcohol test;	e amount of saliva or breath for	Formatted: Left, Indent: Left: 0", Hanging: 0.5", Space Before: 0 pt, After: 0 pt, Line spacing: 1.5 lines
	any provision of a appoint in the	
Failing to permit the observation or monitoring of		
case of a directly observed or monitored collection		
Failing to provide a sufficient breath specimen or		
directed and it has been determined that there wa	is no adequate medical explanation	
for the failure:		
Failing or declining to take a second test as direct		
Failing to undergo a medical examination or evalu		
Review Officer (MRO) or the Designated Employe	<u>,</u>	
Failing to cooperate with any part of the testing pr	ocess (e.g., refusing to empty	
pockets when so directed by the collector, behavi	-	
disrupts the collection process, failing to wash ha	nds 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 a	nd underpants, and to turn around	
to permit the observer to determine if the driver ha	as any type of prosthetic or other	
device that could be used to interfere with the coll	ection process;	
Possessing or wearing a prosthetic or other devic	e that could be used to interfere	
with the collection process;		
Admitting to the collector or MRO that the driver a	dulterated or substituted the	Formatted: Font: Helvetica, 11.5 pt, Font color: Auto
specimen; or		Formatted: Font: Helvetica, Font color: Auto
Having a verified adulterated or substituted test a	s reported by the MRO.	

Date:

Time:

Supervisor:

Comments:

Board Policy 404 page 29

[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 conditionallyoffered 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.

Signature of Employee/Applicant

Supervisor's Signature,

Employee refusal to sign

Supervisor's Initials;

Formatted:	Font: Helvetica,	12 pt, Font color: Auto
Formatted:	Font: Helvetica,	12 pt, Font color: Auto
Formattodi	Font: Holyotica	Font color: Auto
Formatteu.	FUIL Heivelica,	Forti color. Auto
Formatted:	Font: Helvetica,	12 pt, Font color: Auto
Formatted:	Font: Helvetica,	Font color: Auto
Formatted:	Font: Helvetica,	12 pt, Font color: Auto
Formatted:	Font: Helvetica,	12 pt, Font color: Auto

Formatted: Font: Helvetica, Font color: Auto

Formatted: Font: Helvetica, Font color: Auto

Formatted: Left, Indent: Left: 0", First line: 0", Line spacing: 1.5 lines, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers, Tab stops: Not at 1" + 1.5" + 2" + 2.5"+ 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" +7" + 7.5" + 8" + 8.5" + 9" + 9.5" + 10" + 10.5" +11" + 11.5"

Formatted: Font: Helvetica, Font color: Auto

Formatted: Font: Not Bold

Formatted: Left

Formatted: Font: Helvetica, 12 pt, Font color: Auto

Formatted: Font: Helvetica, 12 pt, Font color: Auto

Formatted: Left, Indent: Left: 0", First line: 0"

Formatted: Font: Helvetica, 12 pt, Not Italic, Font color: Auto

Formatted: Font: Helvetica, 12 pt, Font color: Auto

Formatted: Font: Not Bold

Board Policy 404 page 30

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

Formatted: Indent: Left: 0", First line: 0"

Board Policy 404 page 31

Attachment **FB**

(TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD)

- EXPLANATION OF POSTITIVE 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 DOBUG AND ALCOHOL TESTING I horeby 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 indepstand that Have certain rights under state law regarding drug and acheated that have been provided a copy of the law applicable to those rights and have had an opportunity to review it. I horeby 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 official has coerced me in any many inderstand that a positive drug or alcohol test will subject me to discipling 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 many mediate 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 many 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 many interview. The specifical has the school district official has coerced me in any many is expecifically acknowledge that this waiver and consent is completely voluntary and no school district official has coerced me in any many is expecifically acknowledge that this waiver and consent is completely voluntary and no school district official has coerced me in any many is expecifically acknowledge that the school district official has coerced me in any many is expecifically acknowledge that the school district official has coerced me in any man	
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. 1 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. 1 understand that I have been provided a copy of the law applicable to those rights and have had an opportunity to roview it. I hereby waive all of my rights regarding employer drug and alcohol testing under state law regarding drug and alcohol testing pursuant to a school district policy and confirmatory retest. 1 understand that a positive drug or alcohol test will subject me to disciplion 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 mannet. Formatted: Centered, Indent: Left: 0.5", F	
 I hereby agree to submit to drug or alcohol testing on a random basis as required by my employer, Independent School District No. 280. 1 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. 1 understand that have been provided a copy of the law applicable to those rights and have had an opportunity to review it. 1 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. 1 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. 	
 I hereby agree to submit to drug or alcohol testing on a random basis as required by my employer, Independent School District No. 280. 1 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. 1 understand that I have been provided a copy of the law applicable to these rights and have had an opportunity to review it. 1 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. 1 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. 	
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 these 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.	langing: 0.5"
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 ocertain 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.	ast 12 pt
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.	
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. Formatted: Centered, Indent: Left: 0.5", H Line spacing: At least 12 pt	
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 horeby 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. Formatted: Centered, Indent: Left: 0.5", H Line spacing: At least 12 pt	
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. Formatted: Centered, Indent: Left: 0.5", H Line spacing: At least 12 pt	
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. Formatted: Centered, Indent: Left: 0.5", H Line spacing: At least 12 pt	
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. Formatted: Centered, Indent: Left: 0.5", H Line spacing: At least 12 pt	
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. Formatted: Centered, Indent: Left: 0.5", H Line spacing: At least 12 pt	
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. Formatted: Centered, Indent: Left: 0.5", H Line spacing: At least 12 pt	
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. Formatted: Centered, Indent: Left: 0.5", H Line spacing: At least 12 pt	
 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. Formatted: Centered, Indent: Left: 0.5", F Line spacing: At least 12 pt 	
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. Formatted: Centered, Indent: Left: 0.5", H Line spacing: At least 12 pt	
 I specifically acknowledge that this waiver and consent is completely voluntary and no school district official has coerced me in any manner. Formatted: Centered, Indent: Left: 0.5", H Line spacing: At least 12 pt 	
 I specifically acknowledge that this waiver and consent is completely voluntary and no school district official has coerced me in any manner. Formatted: Centered, Indent: Left: 0.5", H Line spacing: At least 12 pt 	
voluntary and no school district official has coerced me in any manner. Formatted: Centered, Indent: Left: 0.5", H Line spacing: At least 12 pt	
Formatted: Centered, Indent: Left: 0.5", H Line spacing: At least 12 pt	
	langing: 0.5",
Dated:	
Name	

Dated:

Witness

Section 400 **Board Policy 404** Personnel page 33 Attachment E [TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD] [Employee Name] Formatted: Font: (Default) Helvetica [Employee Address] Formatted: Font: (Default) Helvetica, 12 pt, Not Bold Drug and/or Alcohol Test RE: Formatted: Font: (Default) Helvetica, Not Bold [Date of Testing] NOTICE OF TEST RESULTS AND VARIOUS RIGHTS Formatted: Font: (Default) Helvetica, 12 pt, Not Bold Test Results: Formatted: Font: (Default) Helvetica, Not Italic, No underline Independent School District No. 280, Richfield, Minnesota has received the test Formatted: Font: (Default) Helvetica result report from the testing laboratory: Your initial screening test result was negative. Formatted: Font: (Default) Helvetica Your confirmatory test result was negative. Formatted: Indent: Left: 0", First line: 0" Your confirmatory test result was positive. Formatted: Font: (Default) Helvetica Formatted: Font: (Default) Helvetica Test Result Report: Formatted: Font: (Default) Helvetica, Not Italic, No You have the right to request and receive from the school district a copy of the underline test result on any drug or alcohol test. Formatted: Font: (Default) Helvetica Right to Explain Positive Test Result: Formatted: Font: (Default) Helvetica, Not Italic, No underline In the case of a positive test result on a confirmatory test, you have the right to Formatted: Font: (Default) Helvetica 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: Formatted: Font: (Default) Helvetica, Not Italic, No underline In the case of a positive test result on a confirmatory test, you have the right to Formatted: Font: (Default) Helvetica request a confirmatory retest of the original sample at your own expense. Formatted: Font: (Default) Helvetica 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.

Board Policy 404 page 34

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. Formatted: Font: (Default) Helvetica, Not Italic, No underline

Formatted: Font: (Default) Helvetica

Formatted: Font: (Default) Helvetica, No underline

Formatted: Font: (Default) Helvetica

Board Policy 404 page 35

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. Formatted: Font: (Default) Helvetica, No underline

Formatted: Font: (Default) Helvetica
Section 400 Personnel	Board Policy 404 page 36		
1	Attachment G		Formatted: Centered
TO BE PLACED ON SC	HOOL DISTRICT LETTERHEAD] —	-	Formatted: Centered
ACKNOWLEDGMENT — DI	RUG AND ALCOHOL TESTING POLICY		Formatted: Centered
I have received a copy of the Drug and Alcoho No.280, Richfield, Minnesota and have read it	ol Testing Policy of Independent School District t in its entirety.		Formatted: Left, Indent: Left: 0", First line: 0"
The District's policy was provided to me: Upon adoption of the policy. (employee). Upon my hire. (job applicant/new employed After receipt of my conditional job offer, be my passing of drug and alcohol testing. (job a	efore any testing if my job offer is contingent upon		
	•		Formatted: Left
	4		Formatted: Left, Indent: Left: 0", First line: 0"
Dated: S	signature of Employee/Applicant		
1	Typed or Printed Name		Formatted: Font: New York

OLD BUSINESS - FOR REVIEW

Agenda Item V.D.

Board of Education Independent School District 280 Richfield, Minnesota

Regular Meeting, May 18, 2020

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

(Recommended by the Superintendent)

A fourth read of Policy 112 and updated guidelines.

Attachments

Policy 112 Wellness – Fourth Read

Policy 112.1 Administrative Guidelines

Administrative Guidelines 112.2 - Fourth Draft

1 2 3		RICHFIELD PUBLIC SCHOOLS		
4	WELLNESS			
5 6 7	I.	PURPOSE		
8 9 10 11		The purpose of this policy is to assure a school environment that promotes and protects students' health, well-being, and ability to learn by supporting healthy eating and physical activity.		
12 13	II.	GENERAL STATEMENT OF POLICY		
14 15 16 17 18		A. The School Board recognizes that nutrition and physical activity are essential components of the educational process and that good health fosters student attendance and education. Therefore, students shall be provided access to healthy foods and opportunities to be physically active in order to <u>learn</u> , grow and excel. grow, learn, and thrive.		
19 20 21 22		B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.		
22 23 24 25 26 27		C. The School Board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and academic performance.		
27 28 29 30		D. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.		
31 32 33 34 35 36		E. The District will establish goals for nutrition education and promotion; physical education and activity; and will establish connections between nutrition education, school meal programs, schoolyard gardens and related community services to foster lifelong habits of healthy eating and physical activity.		
37 38 39 40		F. The School Board endorses and the school district adheres to the USDA nutrition guidelines to promote student health and to prevent and reduce childhood obesity, eating disorders and chronic disease.		
40 41 42 43 44 45 46		G. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.		
40 47 48 49		H. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic,		

1 2

3 4

5

6

7

15

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

- I. The District will inform and update the public (including parents, students, and others in the community) about the content and implementation of the District Wellness policy in accordance with policy guidelines.
- 8J.The Chief HR and Administrative Officer has responsibility to ensure that
each school complies with the District Wellness Policy. The Wellness10Policy will be measured periodically on the extent to which school are in
compliance, the progress made in attaining nutrition and physical activity
goals, and the extent to which the District Wellness policy compares to
model Wellness policies. The results of this assessment will be made
available to the School Board and the public.

16 III. Legal References

17	
18	7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
19	7 C.F.R. § 210.10 (School Lunch Program Regulations)
20	7 C.F.R. § 220.8 (School Breakfast Program Regulations)
21	42 U.S.C. § 1771 et seq. (Child Nutrition Act of 1966)
22	42 U.S.C. § 1751 et seq. (National School Lunch Act)
23	42 U.S.C. § 1758b (Local School Wellness Policy)
24	Minn. Stat. §121A.215 (Local School District Wellness Policy)
25	
26	ADOPTED BY THE BOARD OF EDUCATION: April 3, 2006
27	REVIEWED BY THE BOARD OF EDUCATION: May 18, 2015, June 12, 2017

Administrative Guideline 112.1 page 1

RICHFIELD PUBLIC SCHOOLS

ADMINISTRATIVE GUIDELINES

WELLNESS

NUTRITION AND ENVIRONMENTAL GUIDELINES

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

I. USDA SCHOOL MEALS AND SNACKS

School meals will include a variety of healthy choices while accommodating special dietary needs and ethnic and cultural food preferences. All schools shall participate in the USDA school breakfast and school lunch programs. Schools eligible for the Fruit and Vegetable program will apply to implement this program. The schools will make every effort to eliminate any social stigma attached to, and prevent the over-identification of, students who are eligible for free and reduced-priced meals. Food and nutrition services will utilize electronic identification and payment systems and promote the availability of school meals to all students. The schools will also make every effort to eliminate any social stigma attached to negative meal balance. Under no circumstances shall any student be turned away from a USDA meal. Under no circumstances shall any student receive restricted choice related to USDA meal options provided to students (see guidelines 112.2).

A. USDA Standards for Meals and Food Service Staff

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

Administrative Guideline 112.1 page 2

The Director of Food and Nutrition Services shall be responsible for the school 1 2 district's food service program. Duties shall include monitoring nutrition guidelines 3 and procedures for the selection of foods and beverages made available on 4 campus to ensure food and beverage choices are consistent with current USDA 5 Dietary Guidelines for Americans. The school meal programs will be administered 6 by a dietician or nutritionist with school meal experience. If the district does not 7 employ staff with this expertise, consultants will be used. The schools shall 8 provide the opportunity for continuing professional development for all food and 9 nutrition service personnel. All food and nutrition service staff will be provided 10 training on USDA meal plans/reimbursable meals so they can properly advise students as to the meal components they may/must take, as well as cooking 11 12 techniques, recipe implementation, sanitation, and food safety; 13

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

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

21 B. Meal Environment

14

15

16

17 18

19

20

22 23

24

25 26

27

28

29 30

31 32

33

34 35 36

37 38 39

40

41 42

43

44 45 46

47

48

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

Administrative Guideline 112.1 page 3

C. Meal Promotion

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

II. FOOD AND BEVERAGES OUTSIDE REIMBURSABLE MEALS

A. Competitive Foods and Beverages

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

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

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

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

49

1

Section 100
School District

Administrative Guideline 112.1 page 4

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

B. Other Foods and Beverages Made Available to Students

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

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

C. Rewards and Incentives

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

D. Fundraising

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

E. Access to Drinking Water

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

		1	
		2	
		3	
		4	
		5	
		6	
		7	
		8	
		a	
	1	0	
	1	1	
	1		
	1	2	
	1	3	
	1	4	
	1	5	
	1	6	
	1	7	
	1	8	
	1	9	
	2	0	
	2	1	
	2	2	
	2	3	
	$\frac{1}{2}$	4	
	$\frac{2}{2}$	5	
	2	6	
	4	7	
	2	1	
	2	0	
	2	9	
	3	0	
	3	T	
	3	2	
	3	3	
	3	4	
	3	5	
	3	6	
	3	7	
	3	8	
	3	ğ	
	<u>⊿</u>	ó	
	т Л	1	
ı	4 1	т О	
l	4	2	
	4	3	
	4	4	
	4	5	
	4	6	
	4	123456789012345678901234567890123456789012345678901234567890	
	4	8	
	4	9	
	5	0	

III. NUTRITION EDUCATION AND PROMOTION

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

- A. The District will encourage and support healthy eating by students and engage in nutrition education and promotion that is:
- 1. Offered as part of a sequential and comprehensive K-12 program designed to provide students with knowledge and skills necessary to promote and protect their health.
- 2. Part of health education classes as well as classroom instruction in subjects such as math, science, language arts, social science and elective subjects, where appropriate.

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

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

	Section 100 School Distri	Administrative Guideline 112.1 page 6
1 2 3	7.	Staff will only use approved nutrition curriculum in the classroom. Curriculum developed by corporate interest is prohibited.
4 5 6 7	8.	Nutrition education will be provided to families via handouts, newsletters, postings on the web-site, presentations and/or workshops. The school menu will be posted online.
8 9 10 11 12	9.	Staff is strongly encouraged to model healthful eating habits, and discouraged from eating in front of children/sharing food with children during regular class time, outside of activities related to the nutrition education curriculum.
13 14 15		Specifically the nutrition curriculum will encompass:
15 16		Promotion of adequate nutrient intake and healthy eating practices;
17 18 19 20		• Skill development, such as reading labels to evaluate the nutrient quality of foods, meal planning, and analysis of health information
20 21 22 23		Examination of the problems associated with food marketing to children;
24 25 26 27		 Nutrition themes including, but not limited to USDA's MY Plate, Dietary Guidelines for Americans, adequate nutrient intake, body image and food safety.
28 29	IV. OTHER	
30 31	A. Marke	ting
32 33 34 35		bl –based marketing will be consistent with nutrition education and health btion. As such, the following guidelines apply:
36 37 38	•	Schools will restrict food and beverage marketing to the promotion of only those foods and beverages that meet the nutrition standards set forth in the District Wellness Policy;
39 40	•	Smarter lunchroom techniques will be used to encourage fruit, vegetable, dry beans and pea choices.
41 42 43 44 45 46	•	 Examples of marketing techniques include: Brand names, trademarks, logos, or tags, except when placed on a physically present food or beverage product or on its container. Displays, such as on vending machine exteriors. Corporate brand, logo, name, or trademark on school equipment, message boards, scoreboards, or uniforms
47 48		 Advertisements in school publications or school mailings Sponsorship of school activities, fundraisers, or sports teams;

	Section 100 School District	Administrative Guideline 112.1 page 7
		page /
1 2 3 4		 Educational incentive programs such as contests, or programs that provide schools with supplies of funds when families purchase specific food products Free samples or coupons displaying advertising of a product
5 6 7 8	V. PHYSICA	AL ACTIVITY
9	A. Physica	al Education
10	All K-12	2 students will receive physical education. Physical Education will be
11		on the Minnesota Physical Education Standards Fall 2017 and
12		ated with the National Health Education Standards (K-12). All K-12
13		s will receive physical education. Master scheduling will strive to provide,
14		utes per week for elementary school students, 497 minutes daily for
15		school students for 1 trimester per year, 50 minutes daily for high school
$16 \\ 17$		s with 1 full year (2 semesters) required for graduation. All physical on classes (K-12) are will be taught by licensed teachers who are certified
18		brsed to teach physical education at a teacher to student ratio of planned
19		p greater than 40:1. Physical education programs will meet the needs of
20		ents, including students with disabilities, special health-care needs, and
21		s in alternative educational settings, and actively teach cooperation, fair
22	play, ar	nd responsible participation.
23		
24		t involvement in other activities, including those involving physical activity
25 26	(e.g. Int educati	erscholastic or intramural sports), will not be substituted for physical
$\frac{20}{27}$	educati	011.
28	• F	Physical education classes will count toward graduation and GPA.
29		Naivers, exemptions, or substitutions for physical education classes will
30		not be granted
31		The school prohibits the use of physical activity and withholding of
32		physical education class and other forms of physical activity as
33		punishment
34	• 4	All physical education classes will be taught by a qualified physical
35		education teacher and at least 80% of time will be spent in moderate to
36		/igorous activity-
37		The school will provide adequate space/equipment and conform to all
38		safety standards .
39 40		Physical education staff will receive professional development on a yearly basis
40 41		Students missing class will be encouraged to make up missed physical
41		activity time by participating in an equivalent physical activity, including at
43		east 30 minutes of moderate to vigorous activity (examples include
44		ntramural athletics, interscholastic athletics, documented exercise, etc.)-
45	-	
46	B. Physic	al Activity
47	-	
48		ents will have opportunities for physical activity beyond physical
49	educati	on class. Classroom health education will reinforce the knowledge and

Administrative Guideline 112.1 page 8

1 skills needed to maintain a physically active lifestyle. Opportunities for physical 2 activity shall be incorporated into other subject lessons, where appropriate. 3 Classroom teachers shall provide short physical activity breaks between lessons 4 or classes, as appropriate. The district encourages teachers to serve as role 5 models by being physically active alongside the students. The district offers 6 extra and co-curricular activities. Through formal joint of shared-use 7 agreements, indoor and outdoor physical activity facilities are spaces that will be 8 open to students, families, and the community outside of school hours.

C. Recess

9 10

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

17 D. Physical Activity Programs

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

E. Safe Routes to School

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

28 29

21

30 VI. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

This wellness policy was developed by the District Health, Safety and Wellness 31 32 Committee, a group comprised of individuals from the following groups: parents/guardians, principals, teachers, food and nutrition service personnel. 33 34 health service personnel, school board members, school administrators, and 35 other interested persons (such as local public health). Policy revisions will take into account new research and evidence on health trends, new national and 36 37 state standards and guidelines, new state and federal initiatives, local evaluation 38 data, changing district priorities, and other related issues. Meetings are held 4 39 times during the school year. All meeting dates are posted on the district website and are open to the public. 40

- The Chief Human Resources and Administrative Officer is charged with
 operational responsibility for ensuring that the District meets the requirements of
- 43 the wellness policy.
- 44

Section 100 Administrative Guidel School District	
1 2 3 4 5	The Principal of each school will develop an annual action plan to implement the District Wellness Policy, ensure compliance within the school and will report annually to the Chief Human Resources and Administrative Officer regarding compliance.
6 7 8	VII. POLICY IMPLEMENTATION AND PUBLICATION
8 9 10 11	After approval by the school board, the wellness policy will be implemented throughout the school district and an on-going District Health, Safety and Wellness Committee with community-wide representation will be maintained.
12 13 14	The District will post the Wellness Policy on its website. Information including the following shall be posted on the school district website before the start of the following school year.
15 16 17	VIII. ANNUAL REPORTING
18 19 20 21 22	The Chief Human Resources and Administrative Officer will annually inform the public about the content and implementation of the Wellness policy and make the Policy and any updates to the policy available to the public. The report shall be posted on the District website and provide the following information:
23 24 25 26 27 28	 The extent to which each school is in compliance with the wellness policy; Progress made in attaining the goals of the Policy Triennial assessment findings Web link of the Wellness Policy Contact details for committee leadership and information
29	Triennial Assessment
30 31 32 33	At least once every three years, the District will evaluate compliance with the Wellness Policy to assess the implementation of the Policy and create a report that includes the following information:
34 35 36 37 38 39	 The extent to which schools under the jurisdiction of the District are in compliance with the Wellness Policy The extent to which the District's Wellness Policy compares to model local wellness Policies; and A description of the progress made in attaining the goals of the District's Wellness Policy
40 41 42 43 44	The Food and Nutrition Services Supervisor will be responsible for conducting the triennial assessment. The triennial assessment report shall be posted on the school district website and made available to the public
44 45 46	Recordkeeping

	Section 100 School District	Administrative Guideline 112.1 page 10	
1 2 3 4		strict will retain records to document compliance with the of the Wellness Policy. The records to be retained include, but are	
5 6 7 8 9 10 11 12 13 14	 Docum require Policy Docum Policy update the up 	strict's written Wellness Policy mentation demonstrating compliance with community involvement ements, including requirements to make the local school Wellness and triennial assessment available to the public. mentation of the triennial assessment of the local school Wellness for each school under the District's jurisdiction efforts to review and the Wellness policy (including an indication of who is involved in date and methods the District uses to make stakeholders aware of bility to participate on the Wellness Committee)	
15	Legal Refere	nces:	
16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33	29 U.S.C. § 7 42 U.S.C. § 1 42 U.S.C. § 1 42 U.S.C. § 1 9.L. 108-265 7 U.S.C. § 53 7 C.F.R. § 21 7 C.F. R. § 21 42 U.S.C. § 1 2010) 7 CFR Parts 1	 (Section 504 of Rehabilitation Act of 1973, as Amended) 751 <i>et seq.</i> (Richard B. Russell National School Lunch Act) 771 <i>et seq</i> (Child Nutrition Act of 1966) 2101 et seq. (Americans with Disabilities Act of 1990, as amended) (2004) 204 (Local Wellness Policy) (41 (Establishment of Dietary Guidelines) 0.10 (School Lunch Program Regulations) 20.8 (School Breakfast Program Regulations 758b, Section 9A, Section 204 (Healthy Hunger -Free Kids Act of 210 and 220 (Final Rule July 2016) Y THE BOARD OF EDUCATION: May 18, 2015 BY THE BOARD OF EDUCATION: May 18, 2015, June 12, 2017. 	Formatted: Indent: Left: 0.5", First line: 0"
33 34 35 36 37 38			

Administrative Guideline 112.2 page 1

1 2 **RICHFIELD PUBLIC SCHOOLS** ADMINISTRATIVE GUIDELINES WELLNESS-NUTRITION SERVICES OPERATIONS AND MEAL CHARGES I. PURPOSE The Administrative Guidelines outlined within this document are intended to create a nutrition services operational environment that protects and promotes the nutritional health of our students. Our commitment is to ensure that our district provides students with healthy meals with the nutrition they need to stay focused during the school day. We further commit to providing district employees, families and students with a shared understanding of expectations regarding meal charges. These guidelines seek to minimize identification of students with insufficient account balances to pay for school meals as well as to maintain the financial integrity of the nutrition services program. II. BELIEFS Richfield Public Schools believes that healthy school meals enable all students to achieve at their highest level, and we are committed to offering a variety of nutritional offerings to meet the individual needs of our students. III. PAYMENT OF MEALS We strongly encourage all families to complete the Application for Educational Benefits each school year to determine eligibility for free or reduced-price lunch. Families may complete the Application for Educational Benefits anytime throughout the year to reflect any changes that may impact determination of eligibility. Each household is financially responsible for all charged meals consumed by their child either before the approval of an application, after the denial of benefits for income over the USDA guidelines, or the election to not fill out an application. We will use every possible outreach strategy to inform all families about the need to provide money for student meals. We send out a notification and instruction postcard to each household during the second week of August annually.

A. Every student has a meal account. When the balance in their meal account reaches zero, a student will continue to receive meals with a full choice of school-provided full, reimbursable meal options. When the balance reaches zero however, students will not be allowed to charge for additional entrees or a la carte items until funds are available in the account to cover the cost of the additional entrees or a la carte items. Under no circumstances shall any student be turned away from a USDA meal of their choice. Under no circumstances shall any student receive restricted choice related to USDA meal options provided to students.

45

46

47

48 49

Section 100	
School District	

Administrative Guideline 112.2 page 2

1 2 3 4 5 6 7 8 9	B. Under Minn. Stat. § 124D.111, full meals will be available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance. Additionally, a full meal will be available to all students regardless of lunch balance. <u>Under no circumstances shall any student be turned away from a USDA meal of their choice</u> . <u>Under no circumstances shall any student receive restricted choice related to USDA meal options provided to students</u> .		
10 11 12 13	C. When a <u>lunch account student</u> has a negative account balance, a la carte, snack and/or double entree items will not be available regardless of paid, free or reduced-price lunch status.		
14 15 16	IV. NOTIFICATION OF LOW OR NEGATIVE ACCOUNT BALANCE NOTIFICATION		
17	A. The district will make reasonable efforts to notify families and employees of a	_	Formatted: Font: (Default) Helvetica
18 19 20	low account balance when the account is below \$0.00, via the district's automated alert notification system.		Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0.75"
$\frac{1}{21}$	B. Parents will receive a negative balance notification when their student's		
22	account balance is below \$0.00, twice per week via the district's automated		
23	alert notification system.		Formatted: Font: (Default) Helvetica
24 25	C. Point of Sale Clarification		Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0.75"
26 27 28	 All reasonable efforts shall be made to communicate meal balances at locations other than the point of sale. 		Formatted: Indent: Left: 0.75", Numbered + Level: 1 + Numbering Style: 1, 2, 3, + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"
29			Formatted: Indent: Left: 0.75"
30 31	2. At the point of sale, nutrition services staff may clarify to students reimbursable meal requirements		Formatted: Indent: Left: 0.75", Numbered + Level: 1 + Numbering Style: 1, 2, 3, + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"
32 33	2. At the point of color any information abared with students shall accur with		Formatted: Indent: Left: 0.75"
33 34 35	3. At the point of sale, any information shared with students shall occur with concern for the dignity of the student. Under no circumstances shall communication occur that shames the student or that could attract the		Formatted: Indent: Left: 0.75", Numbered + Level: 1 + Numbering Style: 1, 2, 3, + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"
36	attention of other students during the communication.	1	Formatted: Indent: Left: 0.75"
37 38 39	 4. Staff shall communicate that an account balance is getting low when the balance falls below \$3.00. 		Formatted: Indent: Left: 0.75", Numbered + Level: 1 + Numbering Style: 1, 2, 3, + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"
40			Formatted: Indent: Left: 0.75"
41 42	5. Staff shall communicate that an account is negative and needs attention when the balance falls below -\$0.00.		Formatted: Indent: Left: 0.75", Numbered + Level: 1 + Numbering Style: 1, 2, 3, + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"
43			Formatted: Indent: Left: 0.75"
44 45 46	6. If this communication cannot be accomplished discretely then it is not to take place.		Formatted: Indent: Left: 0.75", Numbered + Level: 1 + Numbering Style: 1, 2, 3, + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"
47	7. When an account balance falls below negative-\$10.00 communication	Y	Formatted: Indent: Left: 0.75"
48	from the nutrition staff will cease.		Formatted: Indent: Left: 0.75", Numbered + Level: 1 + Numbering Style: 1, 2, 3, + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: (Default) Helvetica

	Section 1 School Di	
1		$A. \end{tabular} Periods for product and get of the definition of the definit$
2 3 4	Ele	ementary Students:
5 6 7 8	1.	Printed statements will go home in the backpacks on Friday of each week for all <u>lunch balance accounts that have a negative balance.students with a negative balance in their current lunch account.</u>
9 10 11 12 13	2.	Automated calls, texts and/or emails will be sent two times per week when the student for all meal accounts with has a negative balance. These will be sent using the contact information provided to the district by the legal guardian of the student.
$\begin{array}{c} 14\\ 15\\ 16\\ 17\\ 18\\ 19\\ 20\\ 21\\ 22\\ 23\\ 24\\ 25\\ 26\\ 27\\ 28\\ 29\\ 30\\ 31\\ \end{array}$	3.	No-K-5-students will be denied a meal. Under no circumstances shall any student be turned away from a USDA meal of their choice. Under no circumstances shall any student receive restricted choice related to USDA meal options provided to students. Nutrition services staff will work weekly with building leadership and/or the school social worker to communicate information related to all accounts that have a balance at negative \$25 or lower. Families; however families will receive increased communication and follow up when the account has a balance of negative \$25.00 or lowermore until payment is received or the legal guardian contacts nutrition services at (612) 798-6072 or (612) 798-6071. Personal communication with families will occur only through school administrator, social worker or administrative designee. Administrative coordination with outreach workers will occur for communication with Non-English speaking families. Nutrition services staff will work weekly with building leadership and/or the school social worker to communicate information related to all accounts that have a balance at negative \$25 or lower. Nutrition services staff will not communicate directly with families. the district's outreach team for non-English speaking households.
32 33 34 35 36	4.	When a student owesmeal account is negative \$50.00 or lowermore funds are owed, building leadership/social workers will contact parents to discuss the situation and provide additional resources.
37 38	<u>Se</u>	condary Students:
39 40 41 42 43 44	1.	Students can check their meal account balance or deposit money at any point of sale register at both the high school and middle school. Parents/guardians are encouraged to sign up for a ParentVue user ID and password to monitor all of their child's accounts. Parents can also link accounts to FeePay for transaction details, balances and payment.
45 46 47 48 49	2.	Automated calls, texts and/or emails will be sent two times per week for all when the student meal accounts with has a negative balance. These will be sent using the contact information provided to the district by the legal guardian of the student.

l

48 49

Administrative Guideline 112.2 page 4

1	3.	No 6-12-students will be denied a meal; <u>Under no circumstances shall any</u>
2		student be turned away from a USDA meal of their choosing. Under no
3		circumstances shall any student receive restricted choice related to USDA
4		meal options provided to students. Nutrition services staff will work weekly
5		with building leadership and/or the school social worker to communicate
6		information related to all accounts that have a balance at negative \$25 or
7		lower. Familieshowever, families will receive increased communication and
8		follow up when the account has a balance of negative \$425.00 or lower-more
9		until payment is received or the legal guardian contacts nutrition services at
10		(612) 798-6072 or (612) 798-6071. Personal communication with families will
11		occur only through school administrator, social worker or administrative
12		designee. Administrative coordination with outreach workers will occur for
13		communication with Non-English speaking families. Nutrition services staff
14		will work weekly with building leadership and/or the school social worker to
15		communicate information related to all accounts that have a balance at
16		negative \$25 or lower. Nutrition services staff will not communicate directly
17		with families. Nutrition services staff will work with the district's outreach
18		team for non-English speaking households. In addition to family
19		communication, students in grades 6-12 will also receive an email with their
20		meal account balance.
20		meal account balance.
21	1	When a meal account is student owesnegative \$50.00 or lowermore are
23	4.	owed, building leadership/social workers will contact parents to discuss the
24		situation and provide additional resources.
24 25		
23 26	Б	If all verbal and written communication attempts to the household do not
$\frac{20}{27}$	5.	result in a payment and the student meal account has a balance of negative
28		\$50.00 or <u>lower-more</u> , the student may also incur limited access to other
29		school enrichment activities such as dances, special field trips or special
30		events as determined by the school administrator until communication from
30 31		the household is received and a plan is established for payment on the
32		account. Any decisions of this nature will require specific review and written
32 33		approval of the superintendent prior to implementation. Students will not be
33 34		
34 35		restricted from curriculum-based programs or activities.
36		
37	V. P	OINT OF SALE CLARIFICATIONS
38		
39	A	All reasonable efforts shall be made to communicate meal balances at
40		locations other than the point of sale.
41	_	
42	B	All reasonable efforts shall be made to have the point of sale occur prior to
43		the selection of items.
44	_	•
45	B	<u>-C. At the point of sale, nutrition services staff may clarify to students</u>
46		reimbursable meal requirements
47		

Formatted: List Paragraph, No bullets or numbering

G.D. At the point of sale, any information shared with students shall occur with concern for the dignity of the student. Under no circumstances shall

	Section 1 School D	
1 2 3		communication occur that shames the student or that could attract the attention of other students during the communication.
3 4 5	VI. CC	OMMUNICATION CLARIFICATIONS
5 6 7 8 9 10 11	A.	The school district will make reasonable efforts to communicate with families to resolve the any unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children. This communication <u>will only</u> come from the school social worker, administrator or designee.
12 13 14 15	В.	Nutrition services employees shall not be expected to communicate information related to collection of meal debt. This communication will be from the school social worker, administrator or designee.
16 17 18	C.	The school district will not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
19 20 21 22 23	D.	The school district will not deny any student the opportunity to participate in graduation ceremonies, <u>or</u> other commencement activities <u>or any academic based programming</u> due to unpaid meal charges.
23 24 25	VII.	COMMUNICATION OF POLICY
25 26 27 28 29		A. This policy and any pertinent supporting information will be provided in writing (i.e., mail, email, back-to-school packets, student handbook, etc.) to:
30 31		1. all households at or before the start of each school year;
31 32 33 34		2. students and families who transfer into the school district, at the time of enrollment; and,
35 36 37		3. all school district personnel who are responsible for enforcing this policy.
38 39 40		B. The school district will post the policy on the school district's website, in addition to providing the required written notification described above.
41	Legal Re	ferences:
42 43 44 45 46 47 48 49		 Minn. Stat. § 124D.111, Subd. 4 42 U.S.C. § 1751 <i>et seq.</i> (Healthy and Hunger-Free Kids Act) 7 C.F.R. § 210 <i>et seq.</i> (School Lunch Program Regulations) 7 C.F.R. § 220.8 (School Breakfast Program Regulations) USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016) USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)

	Section 100 School District	Administrative Guideline 112.2 page 6
1 2 3 4 5		USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A Minn. Op. Atty. Gen. 169j (May 14, 2019) (<i>Letter to Ricker</i>)
6 7 8 9 10 11 12 13 14		BY THE BOARD OF EDUCATION: May 18, 2015 D BY THE BOARD OF EDUCATION: May 18, 2015, June 12, 2017

Board of Education

Independent School District 280 Richfield, Minnesota

Regular Meeting, May 18, 2020

Subject: RHS Facilities Project Change Orders #020, #021, #022

(Recommended by the Superintendent)

That the Board of Education approve RHS Facilities Project Change Orders #020, #021, #022 for a net increase of \$130,688.92.

Background Information

- RHS Change Order #020 An addition of \$71,022.24 for mechanical modifications due to existing conditions. The changes include rerouting of hydronic piping, reroute of existing underground sanitary sewer lines at the classroom link, replacement and removal of existing mechanical failed mechanical items and reinsulating of piping that had asbestos insulation removed by the abatement contractor.
- RHS Change Order #021 An addition of \$24,083.70 for additions to the kitchen and additional structural supports required due to the existing wall construction.
- RHS Change Order #022 An addition of \$35,582.98 for modifications to the architectural and structural details in the commons, main entry and lower level locker rooms. The majority of the costs are for modifications to the existing ceiling light fixtures in the lower level hallways and ceiling modifications in the second level commons area.

The original (Contract Sum)\$35,430,000.00Net Change by previously authorized Change Orders\$959,128.79The contract sum prior to these Change Orders\$36,389,128.79The contract sum will be increased by these Change Orders in the amount of\$130,688.92The new contract sum including all Change Orders will be\$36,519,817.71



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 #020: L.S. Black CO 020 - 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:	5/11/2020	CREATED BY:	Raeann Wynn (ICS - Blaine, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	05/11/2020
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:	\$71,022.24

DESCRIPTION:

Change Order #20 are mechanical and sanitary sewer alterations including rerouting heating/cooling piping to accommodate phasing, and rerouting existing sanitary sewer lines at the new link. Other mechanical costs are removal of existing non operational condensing unit, insulating plumbing/steam lines, and providing a pump for an air handling unit.

CE #085 - #216: Area E Existing Condensing Unit: \$5,161.23

CE #091 - PR #035 Hydronic Piping Area E: \$34,173.91

CE #147 - #138: Insulation of abated plumbing and steam lines: \$6,564.99

CE #150 - PR #041 Condensate Pump AHU -1: \$6,430.78

CE #181 - PR #092 Storm Sewer Revision At Area P Addition: \$18,691.33

ATTACHMENTS:

<u>CE #147 - #138 Insulation of abated plumbing and steam lines October.pdf</u> <u>CE #085 - #216 Area E Existing Condensing Unit.pdf</u> <u>CE #091 - PR #035</u> <u>Hydronic Piping Area E.pdf</u> <u>CE #150 - PR #041 Condensate Pump AHU -1 Pricing Complete 03-12-20.pdf</u> <u>CE #181 - PR #092 Storm Sewer</u> <u>Revision At Area P Addition.pdf</u>

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 35,430,000.00
Net change by previously authorized Change Orders	\$ 959,128.79
The contract sum prior to this Change Order was	\$ 36,389,128.79
The contract sum will be increased by this Change Order in the amount of	\$ 71,022.24
The new contract sum including this Change Order will be The contract time will not be changed by this Change Order by 0 days	\$ 36,460,151.03



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 #021: L.S. Black CO 021 - 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:	5/11/2020	CREATED BY:	Raeann Wynn (ICS - Blaine, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	05/11/2020
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:	\$24,083.70

DESCRIPTION:

Change Order #21 are modifications to the kitchen which include:upgrading an existing work counter to food service standards, adding flooring to the locker room, adding a wireless access point and adding structural supports to existing receiving opening.

CE #096 - PR #051 Kitchen NSF Work counter.: \$12,198.20

CE #104 - Kitchen Locker Room Flooring: \$4,231.61

CE #164 - #390: Additional Wireless Access Point in Kitchen: \$461.14

CE #167 - #169: Support of new opening - Area K: \$7,192.75

ATTACHMENTS:

<u>CE #167 - #169 Support of new opening - Area K.pdf</u> <u>CE #164 - #390 Additional Wireless Access Point in Kitchen Pricing Complete 03-04-20.pdf</u> <u>CE #096 - PR #051 Kitchen NSF Workcounter Pricing Complete 04-02-20.pdf</u> <u>CE-104 Pricing Complete Rev 1.pdf</u>

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 35,430,000.00
Net change by previously authorized Change Orders	\$ 1,030,151.03
The contract sum prior to this Change Order was	\$ 36,460,151.03
The contract sum will be increased by this Change Order in the amount of	\$ 24,083.70
The new contract sum including this Change Order will be The contract time will not be changed by this Change Order by 0 days	\$ 36,484,234.73



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



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 #022: L.S. Black CO 022 - 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:	5/11/2020	CREATED BY:	Raeann Wynn (ICS - Blaine, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	05/11/2020
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:	\$35,582.98
DESCRIPTION			

DESCRIPTION:

Change Order #22 costs are due to architectural and structural coordination needs due to on site conditions. Majority of the costs are due to modifications to existing ceiling light fixtures in the lower level athletic hallway, and ceiling modifications on the second level commons area. Other costs include clarifications on steel, window height modifications, additional fireproofing and removal of existing plywood.

CE #103 - #106: Steel Questions: \$265.13

CE #112 - PR #063 Lower Level E Corridor Lite: \$16,549.49

CE #129 - Steel shop drawing changes: \$1,283.96

CE #134 - #221: M105, M104 and M101 Window Heights: \$3,236.10

CE #137 - Brake Metal Soffits Renovated Area M: \$1,722.00

CE #139 - PR #071 - Revisions in Upper Commons L201: \$10,236.45

CE #156 - #249: Fire proofing exterior column - Area N: \$1,291.50

CE #166 - #44: Plywood in Area M (Wall): \$998.35

ATTACHMENTS:

CE #156 - #249 Fire proofing exterior column - Area N.pdf CE #166 - #44 Plywood in Area M (Wall) Pricing Complete 03-12-20.pdf CE #139 - PR #071 - Revisions in Upper Commons L201 Pricing Complete 2-2-20.pdf CE-137 Pricing Complete.pdf CE#134 - #221 M105,M104 and M101 Window Height Pricing 01-14-20.pdf SUB-049 Pricing Complete.pdf CE #112 - PR #063 Lower Level E Corridor Lite Pricing Complete 03-06-20.pdf CE #103 - #106 Steel Questions Pricing Complete 03-09-20.pdf



CCO #022

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 35,430,000.00
Net change by previously authorized Change Orders	\$ 1,054,234.73
The contract sum prior to this Change Order was	\$ 36,484,234.73
The contract sum will be increased by this Change Order in the amount of	\$ 35,582.98
The new contract sum including this Change Order will be	\$ 36,519,817.71
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

Board of Education

Independent School District 280 Richfield, Minnesota

Regular Meeting, May 18, 2020

Subject: R-STEM Facilities Project Change Order #020

(Recommended by the Superintendent)

That the Board of Education approve R-STEM Facilities Project Change Order #020 for a net increase of \$17,213.89.

Background Information

 R-STEM Change Order #020 – An addition of \$17,213.89 for multiple changes and credits throughout the project. The largest costs associated with this change are removal of additional tile mud base during demolition, furring of existing walls for installation of new tackable wall covering and reinsulating of abated domestic water piping insulation. This also includes credits for ceiling details not required, and more efficient routing of the water heater venting.

The original (Contract Sum)\$14,800,000.00Net Change by previously authorized Change Orders\$488,199.28The contract sum prior to this Change Order\$15,288,199.28The contract sum will be increased by this Change Order in the amount of\$17,213.89The new contract sum including all Change Orders will be\$15,305,413.17



ICS

3890 Pheasant Ridge Drive N.E., Suite 180 Blaine, Minnesota 55449 Phone: (763) 354-2670 Fax: (763) 780-2866 Project: S180064 - STEM - ISD #280, Richfield STEM School 7020 12th Ave S Richfield, Minnesota

Contract Change Order #020: Shaw-Lundquist CO 020 - DRAFT

CONTRACT COMPANY:	Shaw-Lundquist Associates, Inc. 2757 West Service Road St. Paul, Minnesota 55121	CONTRACT FOR:	SC-S180064 - STEM-001:Shaw-Lundquist Single Prime Contract
DATE CREATED:	5/11/2020	CREATED BY:	Raeann Wynn (ICS - Blaine, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	05/11/2020
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:	\$17,213.89

DESCRIPTION:

Change Order #20 consists of credits for omitting ceiling details, and bathroom finishes. The major costs associated with this change order are due to re-piping cold water domestic piping, adding walls to accommodate tack-able wall covering in hallways, and adding additional mud base for bathroom floor tile. Other small costs consists of rerouting piping and replacing an existing malfunctioning fire protection flow switch.

CE #025 - #70: Unforeseen Mud Base Under Bathroom Tile: \$8,030.14

CE #142 - #217: 1st Floor Flow Switch for Fire Protection: \$1,222.99

CE #148 - #233: CW Piping that Offsets Around Plumbing Case: \$2,210.25

CE #150 - PR #059 - Furring at ML East Corridor Tack-able Wall Covering RFI#232: Unforeseen Wall Conditions Found During Demolition: \$10,071.92

CE #151 - #238: Missing Room Finishes on A1.31c & A2.31c: (\$1,752.00)

CE #152 - #175: CW Piping Re-insulation: \$12,029.14

CE #153 - PR #061 - #235: Water Heating Venting: (\$685.65)

CE #157 - PR #063 - RCP Modifications Omit Radius Edges at Stairwells and Media Center: (\$12,526.90)

CE #158 - PR #065 Display Case Soffit Modifications: (\$1,386.00)

ATTACHMENTS:

ICS CE #025 Revised Pricing for Approval STEM 2020-4-28.pdf ICS CE #148 Pricing for Approval STEM 2020-03-04.pdf ICS CE #151 Pricing for Approval STEM 2020-04-16.pdf PR #059 Pricing for Approval STEM 2020-03-04.pdf ICS CE #142 Pricing for Approval STEM 2020-03-10 (002).pdf



ICS CE #152 Pricing for Approval STEM 2020-03-04.pdf _ PR #061 Pricing for Approval STEM 2020-03-20.pdf _ PR #063 Pricing for Approval STEM 2020-04-16.pdf _ PR #065 Pricing for Approval STEM 2020-04-16.pdf

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 14,800,000.00
Net change by previously authorized Change Orders	\$ 488,199.28
The contract sum prior to this Change Order was	\$ 15,288,199.28
The contract sum will be increased by this Change Order in the amount of	\$ 17,213.89
The new contract sum including this Change Order will be The contract time will not be changed by this Change Order by 0 days	\$ 15,305,413.17

Shaw-Lundquist Associates, Inc. 2757 West Service Road St. Paul Minnesota 55121 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

NEW BUSINESS - FOR ACTION

Agenda Item VI.C.

Board of Education

Independent School District 280 Richfield, Minnesota

Regular Meeting, May 18, 2020

Subject: SHERIDAN HILLS Facilities Project Change Order #001

(Recommended by the Superintendent)

That the Board of Education approve SHERIDAN HILLS Facilities Project Change Order #001 for a credit of \$4,247.00.

Background Information

• SHERIDAN HILLS Change Order #001 – A credit of \$4,247.00 for modifications to the casework and counters based on user group input during the furniture design as well as modifications to the administrative suite. Also included in this overall credit is the added cost for plumbing modifications based on the state plan review requirements.

The original (Contract Sum)	\$9,582,000.00
Net Change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order	\$9,582,000.00
The contract sum will be decreased by this Change Order in the amount of	(\$4,247.00)
The new contract sum including all Change Orders will be	\$9,577,753.00



ICS

3890 Pheasant Ridge Drive N.E., Suite 180 Blaine, Minnesota 55449 Phone: (763) 354-2670 Fax: (763) 780-2866 Project: S180064 - SHRDN - ISD #280, Richfield Sheridan Hills Elementary 2019 Additions & Renovations 6400 Sheridan Avenue South Richfield, Minnesota 55423

Contract Change Order #001: Corval CO 001

CONTRACT COMPANY:	Corval Group 1633 Eustis Street St. Paul, Minnesota 55108	CONTRACT FOR:	SC-S180064 - SHRDN-001:Corval Group Single Prime Contract
DATE CREATED:	5/11/2020	CREATED BY:	Raeann Wynn (ICS - Blaine, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	05/11/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Design Development
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	(\$4,247.00)

DESCRIPTION:

Included in this change order are cost related to structural modifications required to address soil boring results, address MDLI plumbing plan review comments and other Owner requested revisions regarding electrical outlets and lighting as well as miscellaneous casework and counter top changes.

<u>CE #002 - PR 002 - Plumbing Plan Review Response: \$5,194.00</u> PR 002 - Plumbing Plan Review Response

<u>CE #003 - PR 003 - Admin Suite Changes: (\$3,881.00)</u> PR 003 - Admin Suite Changes

CE #007 - PR 006 - Casework & Counter top Changes: (\$5,560.00)

PR 006 - Casework & Counter top Changes

ATTACHMENTS:

PR#006 Pricing for Approval.pdf PR#003 Pricing Combined.pdf PR#002 Pricing for Approval.pdf PR 006 - Casework & Countertop Changes.pdf PR 003 - Admin Suite Changes.pdf PR 002 - Plumbing Plan Review Response.pdf

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 9,582,000.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 9,582,000.00
The contract sum will be decreased by this Change Order in the amount of	(\$4,247.00)
The new contract sum including this Change Order will be The contract time will not be changed by this Change Order by 0 days	\$ 9,577,753.00



Corval Group 1633 Eustis Street St. Paul Minnesota 55108

SIGNATURE

SIGNATURE

NEW BUSINESS - FOR ACTION

Agenda Item VI.D.

Board of Education

Independent School District 280 Richfield, Minnesota

Regular Meeting, May 18, 2020

Subject: CENTENNIAL ELEMENTARY Facilities Project Change Order #003

(Recommended by the Superintendent)

That the Board of Education approve CENTENNIAL ELEMENTARY Facilities Project Change Order #003 for an increase of \$3,872.33.

Background Information

• CENTENNIAL Change Order #003 – An addition of \$3,872.33 for modifications to the plumbing plans based on the state plan review requirements and encasing the electrical conduits for the new electrical service in concrete as required by the electrical inspector.

The original (Contract Sum)	\$6,759.200.00
Net Change by previously authorized Change Orders	\$30,037.12
The contract sum prior to this Change Order	\$6,789,237.12
The contract sum will be increased by this Change Order in the amount of	\$3,872.33
The new contract sum including all Change Orders will be	\$6,793,109.45



CCO #003

ICS 3890 Pheasant Ridge Drive N.E., Suite 180 Blaine, Minnesota 55449 Phone: (763) 354-2670 Fax: (763) 780-2866 Project: S180064 - CNTNL - ISD #280, Centennial Elementary School -2019 Renovations 7315 Bloomington Avenue South Richfield, Minnesota 55423

Contract Change Order #003: Ebert CO 003 - Draft

CONTRACT COMPANY:	Ebert Construction 23350 County Road 10 Corcoran, Minnesota 55357	CONTRACT FOR:	SC-S180064 - CNTNL-001:Ebert Construction Single Prime Contract
DATE CREATED:	5/11/2020	CREATED BY:	Raeann Wynn (ICS - Blaine, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER	:	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	05/11/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Design Development Field Work Order
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$3,872.33

DESCRIPTION:

Included in this change order are costs to address MDLI plumbing plan review comments and encase in concrete the conduits being installed in the tunnel area. There is also a 'no cost' change included to revise plumbing fixture mounting heights and adjust fin tube radiation sizes. <u>CE #001 - SI #001 - Plumbing Fixture Mounting Heights and FTR Schedule: No cost impact: \$0.00</u> SI #001 - Plumbing Fixture Mounting Heights and FTR Schedule

<u>CE #002 - PR #001 - Centennial ES Plumbing Review Response: \$1,698.90</u> PR #001 - Centennial ES Plumbing Review Response

<u>CE #012 - RFCO - RFI #021: Tunnel Electrical Conduit Concrete: \$2,173.43</u> RFCO - RFI #021: Tunnel Electrical Conduit Concrete

ATTACHMENTS:

<u>CE #012 - RFI #21 - Electrical Ductbank at Tunnel.pdf</u> <u>CE #002 - PR #001 - Plumbing Plan Review Changes.pdf</u> <u>CE #001 - SI #001 - Fin Tube</u> <u>Changes.pdf</u> <u>PR #001 - Centennial ES Plumbing Review Response.pdf</u> <u>SI #001 - Plumbing Fixture Mounting Heights and FTR Schedule.pdf</u>

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 6,759,200.00	
Net change by previously authorized Cha	\$ 30,037.12	
The contract sum prior to this Change Or	\$ 6,789,237.12	
The contract sum will be increased by thi	\$ 3,872.33	
The new contract sum including this Char The contract time will not be changed by	0	\$ 6,793,109.45
Ebert Construction 23350 County Road 10 Corcoran Minnesota 55357	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

Agenda Item VI.E.

Board of Education

Independent School District 280 Richfield, Minnesota

Regular Meeting, May 18, 2020

SUBJECT: Facilities Project: Commissioning

(Recommended by the Superintendent)

The Board of Education authorizes the administration to enter into an agreement for commissioning services with IEA for commissioning work to be completed as part of the Richfield Middle School, Sheridan Hills Elementary and Centennial Elementary Projects for a lump-sum fee of \$142,000.

Background

(Prepared by Craig Holje)

In 1998 Minnesota State Statue Section 123B.72 was adopted which requires any Minnesota School Facility projects in excess of \$1,400,000 total project cost per site to have the heating, ventilation and air conditioning systems commissioned by a Minnesota-licensed architect or engineer; or a properly qualified testing and balancing agency or individual.

In essence, Commissioning ensures that the HVAC systems are installed and operating as designed by the engineer and will then perform as designed.

A competitive Request for Proposals was issued with two companies responding to the request. IEA provided the lowest proposed fee of the responding providers. Details regarding the responses are attached.




Date :April 22, 2020Project:Centennial Elementary, Sheridan Hills Elementary, Richfield Middle SchoolSubject:Commissioning Proposal review

On March 18, 2020, on behalf of the Richfield School District, ICS issued a Request For Proposals for Commissioning services for the Centennial Elementary, Sheridan Hills Elementary and Richfield Middle School construction projects scheduled to begin construction this spring. Two firms received the RFP and provided a response on Tuesday, April 7th.

The proposals were reviewed to ensure the respondents meet or exceed the requirements of the RFP. Both respondents did meet the requirements and the proposed fee summary is as follows:

Centennial, Sheridan, RMS Commissioning Proposal Review					
Firm	RFP Response Firm meets Proposed Notes qualifications		Notes		
IEA	Yes	\$ 142,000	Includes all reimbursable expenses		
ICS	Yes	\$ 198,200	cludes one year of energy monitoring after project completion		

Based on the review of the proposals and the fee's proposed, we recommend that the Richfield School District enter into a contract with IEA for the Commissioning services on the Centennial, Sheridan Hills and RMS projects.

If you have any questions or need more information, please let me know. The proposals received are attached as well.

Thank you,

Andy Faulkner Vice President of Construction



RICHFIELD PUBLIC SCHOOLS, ISD 280

Addition and Renovation Building Commissioning Services

April 7, 2020 Proposal #8893

IEA PROPOSAL CONTACT

Steve Zechmeister, PE, CxA, QCxP, LEED AP O+M Lead Commissioning Authority <u>Steve.Zechmeister@ieasafety.com</u> 763.315.7900



Providing Trusted Health and Safety Solutions





April 7, 2020

Mr. Craig Holje Chief Human Resource & Operations Officer Richfield Public Schools, ISD 280 7001 Harriet Avenue South Richfield, MN 55423

RE: Proposal for "Addition and Renovation Building Commissioning Services" Enclosed

Dear Mr. Holje:

Thank you for the opportunity to submit our proposal for the Addition and Renovation Building Commissioning Services for the Richfield Middle School, Centennial Elementary, and Sheridan Hills Elementary buildings. IEA is appreciative of the opportunity to work with Richfield Public Schools and to provide support as part of the project team.

IEA's commissioning team and service culture is based upon implementing a project that focuses on maintaining clear communication and documentation. Our team strives to ensure project consistency as well as adhering to the project timelines and closeout.

If you have any questions or concerns regarding our proposal, please contact Garett Karalus at 763.315.7900 or at <u>garett.karalus@ieainstitute.com</u>. Thank you for considering IEA's qualified commissioning services.

Regards,

Garett Karalus, P.E., CCP Professional Engineer IEA, Inc.

GK/khb 04022020





PROVIDING TRUSTED HEALTH AND SAFETY SOLUTIONS



Table of Contents

Company Profile	1
Project Team	2
Project Management Approach	4
Communication Plan	5
Scope of Work	6
Systems to Commission	10
References & Project Experience	11
Proposal Terms	12
Authorization to Proceed	13
Appendices	
A Commissioning Firm Experience Forms (Exhibit 1 and 2)	

A - Commissioning Firm Experience Forms (Exhibit 1 and 2)

- **B** General Insurance
- C General Conditions





PROVIDING TRUSTED HEALTH AND SAFETY SOLUTIONS

59 years of IEA team Commissioning experience

IEA CLIENT BASE

Colleges/Universities K-12 Education Government Agencies Hospitals & Medical Insurance Companies Property Management Construction Companies Architect/Design Firms Attorneys

IEA QUALIFIED STAFF

Professional Engineers Certified Cx Agents Certified Safety Professionals Certified Industrial Hygienists Certified Asbestos Designers Certified Lead Designers Certified School Risk Managers The Institute for Environmental Assessment, Inc. (IEA) is a small business founded in 1984. With offices in Brooklyn Park, Rochester, Mankato, Brainerd, Marshall, and Virginia, Minnesota, IEA has a staff of over 60 professionals who provide consultative services in specialized areas. IEA's service areas include asbestos/lead, health and safety, indoor air quality and ventilation commissioning/recommissioning.

IEA's commissioning team has been providing services to educational facilities throughout Minnesota for over 15 years. Through our expertise, experience, and reputation, IEA's team delivers the most practical, thorough, and up-to-date services in the ever-changing dynamics of commissioning services. IEA is a member of the AABC Commissioning Group (ACG), the Building Commissioning Association (BCxA), and ASHRAE. Our commissioning agent certifications include ACG Certified Commissioning Authority (CxA), BCxA Certified Commissioning Professional (CCP), and University of Wisconsin Qualified Commissioning Process Provider (QCxP).

IEA has provided commissioning services on over 150 education facility projects in the last 10 years. Our experience working with educational clients has resulted in a dedication to providing a commissioning project that focuses on the adherence to design, installation and functionality requirements of the systems and how the ventilation operation will impact the building operators, occupants and curriculum. IEA's communication between the design engineer, installation contractors and the building operators is key to a successful commissioning project.

The core of our company services is based upon investigation, consultation and commissioning of facility challenges and IEA is dedicated to this mindset regardless if the client needs are focused on hazardous materials, health and safety, indoor air quality or ventilation function. We are dedicated to identifying and minimizing risk for our facility clients.



IEA MN Dept of Administration Vendor ID: VN 207361

Lead Commissioning Authority

Steve Zechmeister, P.E., CxA, QCxP, LEED AP O+M

Our Engineering Manager and Lead Commissioning Authority, **Steve Zechmeister**, **is a Professional Engineer**, **ACG Certified Commissioning Authority (CxA)**, **Certified Qualified Commissioning Process Provider (QCxP) and USGBC LEED O+M accredited. Steve has over 25 years of experience** in engineering and project management and has personally commissioned over 120 projects. Steve has been with IEA for 12 years. He brings a valuable expertise on complex ventilation systems through his commissioning of industrial, manufacturing, medical, government and educational buildings.

Steve oversees the commissioning team and project status. He brings dedication and strives to continually improve the commissioning process. Steve's project goal is to always provide a commissioning service that meets and exceeds client expectations for communication, valuable reporting, and project closeout.

Project Commissioning Agent

Garett Karalus, P.E., CCP

Garett is a Professional Engineer and has been a commissioning agent for 6 years with IEA. He has been directly involved in all aspects of the commissioning process for IEA clients. He has extensive experience managing commissioning projects and has extensive experience with HVAC equipment controls, including design and submittal reviews of sequences of operation, functional testing and troubleshooting. In addition to commissioning, Garett conducts building assessments to solve a wide variety of issues related to indoor air quality and temperature control. He manages energy efficiency projects and has worked on many recommissioning projects involving K-12 schools. He also has prior experience in the design of air-handling units and HVAC equipment. Garett has a Bachelor of Mechanical Engineering Degree from the University of Minnesota. He is a BCxA Certified Commissioning Professional (CCP).

Project Commissioning Agent

Mathew Mason

Mathew has a Bachelor of Mechanical Engineering Degree from the University of Minnesota and has been assisting with **IEA commissioning projects for 3 years**. He has gained extensive experience with testing of building automation systems and writes the BAS functional tests. Mathew conducts commissioning site inspections and IAQ investigation services to IEA clients. He also has experience overseeing owner training and O&M documentation.



The primary role of commissioning is to represent the owner's best interest by providing expertise for independent inspections and testing of the building Heating, Ventilation, and Air Conditioning Equipment. By having an independent agent, the owner can ensure that the design and installation is not biased to benefit the designers or installers rather than the owner.

The IEA commissioning staff have the licenses or commissioning certification credentials needed to ensure the level of expertise required to understand the complex building systems. **IEA executes the testing and verification following a Technical Commissioning Approach as opposed to simply observing the contractors performing their own verification.** The following outline provides a brief overview of the process IEA will follow in commissioning the Richfield Public Schools Addition and Renovation Commissioning Services project.

Through the experience of our team, IEA has had the benefit of commissioning designs of a wide variety of mechanical engineering firms. Typically, engineering firms will repeat similar designs and details in which IEA experience can identify which design pieces will best work and what may be potential design issues that may impact the operation of the facility.

By involving IEA in the commissioning design process, we are able to assist with minimizing the risk of potential problems and change orders can possibly be avoided.

One of the most frustrating challenges with the commissioning process can be issue resolution. IEA has devised a system that has proven effective over the past ten years in expediting resolution of issues resulting in quicker closeout. Some keys to effective commissioning that IEA utilizes are:

- Issues logs are clear and concise making it easy to understand what the problem is, who is responsible, and exactly what needs to be done to resolve the issue.
- Issues are illustrated with pictures
- Logs are kept well organized with dates and history of resolution process.
- Ensure that the issues log is communicated to the responsible party(s) and strict follow-up to verify when the contractor will be handling the issue.
- Look out for the owner's best interest.
- Give the identified issue the proper expectations for priority so minor issues are not overly focused on.

IEA's approach to effectively managing commissioning projects focuses on communication with results.

Communication is Priority

The overall result of IEA's commissioning and communication approach is to ensure IEA represents as an advocate maintaining the best interests of the Owner, and ultimately the people who will occupy the facility.

- Commissioning agent handles aspects of commissioning process including management and correspondence. Single point of contact improves efficiency and accuracy of communication.
- In addition to documenting communications through the proper channels, IEA communicates directly with the engineer, general contractor, mechanical contractor, controls contractor, and test and balance contractor to resolve issues.
- Inspections, testing, and reporting performed with goal of helping the team members to provide the best system for the Owner as designed and specified.
- Issues are communicated with proposed solutions and the responsible party indicated.
- Based on extensive experience commissioning facilities, IEA is able to identify and thoroughly test potential problem areas. Areas of potential concern that are uncovered receive additional attention and extensive testing. Emphasis is given to issues that are most detrimental to proper function of the system from the Owner's perspective.
- Priority is given to working with the schedules of contractors to complete testing and inspections without causing delay. IEA coordinates with contractors in order to be on site during critical installation and testing. Inspections are conducted during construction to catch and correct issues early.

The primary role of the System Inspector will be to review the design-intent and construction documents, observe that construction is performed according to the design documents, develop and coordinate the execution of a testing plan, and document testing results in order to be reasonably assured that the installed systems operate according to design-intent and in accordance with the contract documents.

The Owner is committed to commissioning these facilities to ensure that all HVAC and other identified systems are complete and functioning properly upon occupancy per design intent and current and applicable Minnesota statutes. The commissioning process shall include (2) reviews of design during the construction documents stage, as well as systematically verifying and documenting that specified components and systems have been installed and started up properly, and then functionally tested to verify and document proper operation through all modes and conditions.

Construction Phase (Each Item Applies to Each Building Individually)

- 1. Coordinate and direct the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation and clear and regular communications and consultations with all necessary parties.
- 2. Ensure that the design objectives and intent are clearly documented
- 3. Develop clear functional testing requirements.
- 4. Before startup, gather and review the current control sequences and interlocks, and work with contractors and design engineers until sufficient clarity has been obtained to be able to write detailed testing procedures.
- 5. Review contractor submittals applicable to systems being commissioned for compliance with commissioning needs. Systems to be commissioned include installed HVAC systems and associated automation/controls, with 100% of main equipment such as boilers, chillers, air handling units, energy recovery units, etc. being commissioned and 100% of terminal units such as variable air volume (VAV) boxes. Provide submittal review reports to the Owner and project team.
- 6. Create a Commissioning Plan.
- 7. Create a Commissioning Schedule.
- 8. Perform a design review of the project design documents and provide comment.
- 9. Provide commissioning milestone date information to be incorporated into the overall project schedules.
- 10. Develop and implement equipment specific delivery acceptance checklists. Spot check completed checklists on-site.
- 11. Perform no less than 9 construction site visits for the Middle School Project, 5 for the Centennial Elementary Project and 5 for the Sheridan Hills Project. Provide construction observation reports detailing general construction and equipment installation deficiencies for each site visit. Reports must include written description of deficiencies and pictures when applicable.
- 12. Attend planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the commissioning process, and assist in resolving any discrepancies.
- 13. Conduct onsite bi-weekly commissioning meetings with the commissioning team. Provide meeting minutes.

- 14. Develop and implement equipment specific start-up test procedures to validate major equipment start-up by contractors. Systems Inspector to verify checklists and witness start-up of equipment.
- 15. Witness and document piping system flush and fill. Include 2 site visits for flush and fill. Document this testing, and include documentation in O&M manuals. Notify PM of any deficiencies in results or procedures.
- 16. Witness any ductwork testing and cleaning procedures, sufficient to be confident that proper procedures were followed. Document this testing, and include documentation in O&M manuals. Notify PM of any deficiencies in results or procedures.
- 17. Approve pre-functional tests by reviewing pre-functional checklist reports or by direct site observation.
- 18. Coordinate, attend, and lead Test and Balance kick-off meeting between TAB, temperature controls, and mechanical contractors prior to the commencement of preliminary system balancing to establish quality expectations.

Building Acceptance Phase

- 1. Write the functional performance test procedures for equipment and systems.
- 2. Analyze any functional performance trend logs and monitoring data to verify performance.
- 3. Perform no less than 60 days of HVAC system verification and functional testing through the front end DOC controls interface. Testing shall be performed by 2 commissioning staff members. One staff member at the device and one staff member at the front end during testing. All testing shall include:
 - a. 100% point to point verification of HVAC component operations
 - b. 100% verification of system sequences of control
 - c. 100% sampling of terminal units
 - d. 100% alarm verification
 - e. 100% graphic representation accuracy
- 4. Testing must include point-to-point verification (I/Os, sensor calibrations, alarming setup, etc.). Coordinate re-testing as necessary until satisfactory performance is achieved as determined by the commissioning provider and Owner.
- 5. Maintain a master deficiency and resolution log and a separate testing record. Provide to the PM written progress reports and test results with recommended actions.
- 6. Document initial functional testing results for inclusion in the final report.
- 7. Develop a functional testing deficiency punch list. Perform follow-up contractor correction verification.
- 8. Perform seasonal HVAC system functional testing thru all four seasons. Perform follow-up contractor correction verification.
- 9. Review the Test & Balance report for accuracy and spot check report values in the field. Provide comments to the project team.
- 10. Schedule and manage progress meetings with contractors, engineers, consultants, etc. to verify work is being completed in a timely and effective manner.

Building Turnover/Occupancy Phase

- 1. Coordinate and document all Owner training sessions including development of preliminary training session agendas for the contractors, documentation of the training process (both trainers and attendees), and video recording the training session. An edited DVD of the training sessions shall be turned over to the Owner.
- 2. Review the Operations and Maintenance manuals for accuracy and completeness. Provide comments to the Owner and project team.
- 3. Review all as-built drawings for accuracy and completeness. Provide comments to the Owner and project team.
- 4. Provide a final commissioning report, which shall include:
 - a. An executive summary, list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods.
 - b. A report on all installed equipment containing the disposition of the commissioning authority regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
 - 1) Equipment meeting the equipment specifications,
 - 2) Equipment installation,
 - 3) Functional performance and efficiency,
 - 4) Equipment documentation and design intent, and
 - 5) Operator training.
- 5. All outstanding non-compliance items shall be specifically listed.
- 6. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
- 7. The functional performance and efficiency section for each piece of equipment, shall include a brief description of the verification method used (e.g. manual testing, BAS trend logs, data loggers, etc.) including observations and conclusions from the testing.
- 8. Appendices shall contain acquired sequence documentation, logs, meeting minutes, progress reports, deficiency lists, site visit reports, findings, unresolved issues, communications, etc. Pre-functional checklists and functional tests, along with blanks for the operators, and monitoring data and analysis will be provided in a separate labeled binder.
- 9. Provide a project specific Systems Manual
 - a. Executive Summary (Facility Level)
 - b. Design, Construction and Commissioning Team
 - c. Commissioning Plan
 - d. Owner's Project Requirements (Facility Level)
 - e. Basis of Design (Facility Level)
 - f. Review of OPR and BOD
 - g. Design Reviews
 - h. Submittals Reviews
 - i. Construction Record Documents and Specifications
 - j. Approved Submittals (not included in specific system sections)
 - 1) Direct Digital Controls

- k. Facility Operating Procedures (general operating procedures)
 - 1) Normal Mode
 - 2) Abnormal Operation
 - 3) Emergency Operations
- I. List of Recommended Operational Record Keeping
 - 1) Sample Forms
 - 2) Trend Logs
- m. Maintenance Procedures, Schedules and Recommendations
- n. Systems Settings
- o. Ongoing Optimization
 - 1) Schedule of Benchmarking
 - 2) Pre-Functional Checklists (blank)
 - 3) Functional Performance Tests (blank)
- p. Training Records
 - 1) Lessons Learned
- q. Warranty Letters
- r. Test and Balance Report
- s. Operation and Maintenance Manuals
- t. As-Built Documentation

Warranty Period

- 1. During the warranty period coordinate and supervise required seasonal or deferred testing and deficiency corrections and provide the final testing documentation for the commissioning record and O&M manuals. Two months before warranty expiration date review with facility staff the building operation and condition of outstanding issues related to the original and seasonal commissioning.
- 2. Attend the 11-month walk-thru sessions for the project as directed by the project team, and provide comments to the Owner and project team. Provide 40 hours of follow-up testing and troubleshooting and issue a report capturing any items that should be corrected under warranty for the Owner.
- 3. During the first year of operation, after substantial completion, provide ongoing commissioning services to provide monthly system operation checks and provide written results to the Owner.
 - a. Review with facility staff the current building operation and the condition of outstanding issues related to the commissioning and the progress on resolution.
 - b. Interview facility staff, identify problems or concerns they have with building operations, and make necessary adjustments and/or recommendations for improvements.
 - c. Assist facility staff with documenting warranty corrections to be completed by the contractors.
- 4. The commissioning provider shall ensure that all items/issues discovered during commissioning of this project shall be fully remedied and verified or retested by the commissioning provider within the first year after substantial completion.

The following systems, including all components and controls, will be commissioned:

New HVAC equipment will be included in the scope of this project in accordance with Specification Sections 01 9113 General Commissioning Requirements and 01 9114 Commissioning Authority Responsibilities. HVAC equipment includes air-handling units, roof-top units, energy recovery units, unit ventilators, make-up air units, refrigeration systems (such as compressor/condenser units or chillers, boilers, HVAC pumps, duct coils, radiator ceiling panels, finned tube radiation, cabinet unit heaters, propeller unit heaters, piping and ductwork, exhaust fans, VAV boxes, kitchen hoods, gravity ventilators), and building automation system.

Osseo Public Schools Commissioning & Recommissioning – Brooklyn Park, Minnesota

Project consisted of the commissioning and/or recommissioning of 14 district buildings from 2016 to present. The total building area commissioned or recommissioned was more than 2,374,000 SF. Osseo Public Schools is one of the largest school districts in the state with 29 total buildings. They have used multiple commissioning firms in the past but currently use IEA exclusively for their commissioning projects due to our record of performance. Many of the recent projects at Osseo Area Schools have included dedicated outside air systems. Osseo Senior HS and Osseo MS are specific projects that utilized DOAS.

<u>Coordinator of Maintenance Services</u> Jeff Arthurs 763-391-7197 <u>Arthursj@district279.org</u>

Rochester Public Schools – Rochester, Minnesota

Provided commissioning or recommissioning services for 10 buildings totally more than 1,000,000 SF from 2010-2020. Worked simultaneously on the projects with the district controls contractor to improve the school building automation systems. Commissioned a \$16,500,000 renovation of a 91,450 SF elementary school in 2019 that included dedicated outside air systems.

Health and Safety Coordinator Mike Stock 507-328-4507 mistock@rochester.k12.mn.us

Paape Energy Services (District Controls) Joe Coffman 507-289-4874 et. 102 joec@paape.com

Assistant Coordinator of Maintenance Services

Craig Wokson 763-391-7198

woksonc@district279.org

Tri City United Public Schools – Montgomery, Minnesota

Seven school projects were commissioned. Fee per building ranged from \$11,060 to \$190,000. The 2019 Lonsdale Elementary addition included dedicated outside air systems.

Director of Information Technologies & Facilities: Carl Menk 507-364-8415

Austin Public Schools – Austin, Minnesota

IEA commissioned or recommissioned eight schools each ranging in project size from 34,769 SF to 593,357 SF, for a total of 1,294,300 SF. The projects ranged from the renovations of a high school originally constructed in 1921, to building of a new intermediate school, and renovations to create the MacPhail Center for Music.

Buildings and Grounds: Brian Beasley 507-460-1929

St. Louis Park Public Schools – St. Louis Park, Minnesota

IEA commissioned a 2019-2020 Middle School project that included renovations and a large two-story addition.

<u>Facilities Manager / Health & Safety / Construction</u>: Tom Bravo 952-928-6004

bravo.thomas@slpschools.org

brian.beasley@austin.k12.mn.us

cmenk@tcu2905.us

Limitations and Assumptions

It is assumed that IEA will have full access to the building automation system to execute functional testing.

IEA is not responsible for the construction schedule or the contractor's work.

Change in Personnel: If IEA's personnel or subconsultants change for this project, the Owner must review and approve the replacement personnel. The replacement personnel shall have, at a minimum, equivalent qualifications as the original personnel.

General Insurance

IEA shall provide the specified liability insurance as required. IEA's general liability insurance coverage is found in Appendix B.

Proposal Fee

Our proposed fee for services identified in the above described Scope of Work is **\$142,000**.

This fee includes reimbursables, equipment costs, project coordination and management, and final report. Fees for investigative work outside the above scope of work will be additional. IEA will issue a Change Order and get approval from the Owner before proceeding with additional work. Monthly invoices for services conducted during that billing period will be provided until project completion (partial billing). This price offering is valid 60 days from the date of this proposal.

We appreciate the opportunity to present this proposal for Building Commissioning. Please sign this authorization to proceed and e-mail <u>steve.zechmeister@ieasafety.com</u>. Retain the original for your records. We will begin the project at the time we receive this written documentation to proceed.

Regards,

Vale

Garett Karalus, P.E., CCP Professional Engineer IEA, Inc.

CE nann.

* * *

Please proceed according to the above stated fees, terms, attached General Conditions, and proposal #8893 dated April 7, 2020.

Printed Name

Authorized Signature

Date

UFARS code or PO number

APPENDIX A Exhibit 1: Commissioning Firm Experience Form

Exhibit 2: Commissioning Task Experience for Similar Projects

Appendix A

Exhibit 1: Commissioning Firm Experience

IEA Company Name	Steve Zechmeister Contact Person	<u>Director c</u> Title	of Engineering		
<u>9201 West Broadway N., #600</u> Address	<u>Brooklyn Park</u> City	<u>MN</u> State	<u>55445</u> Zip/Postal Code		
<u>763-315-7900</u> Telephone	<u>763-315-7920</u> Fax	<u>steve.zech</u> E-mail	nmeister@ieainstitute.com		
Description of Business					
Commissioning Activities					
Percentage of overall business devoted	d to commissioning services.	<u> 95 </u> %	of IAQ Division		
How long has the firm offered commis	sioning services?	<u> 15 </u> ye	ears		
Number of commissioning projects performed each year. <u>16</u> projects					
Number of registered engineers on staff who have directed commissioning projects:2					

The firm has provided commissioning services in the following: (check all that apply)

Building Sector	New Construction Major Renovation	Existing Building Retro/Re	Equipment Replacement
Office or retail	√	V	٧
Hospitals	√		٧
Educational Facilities	٧	V	٧
Laboratories		V	
Multi-Family			
Industrial / Manufacturing	٧	V	٧
Special Purpose – prisons,	v		
museums, libraries, etc.	v		
Other (describe)			

Appendix A

Exhibit 2: Commissioning Task Experience for Similar Projects FILL OUT A SEPARATE FORM FOR EACH FIRM ON THE TEAM

Project	Osseo Public Schools
(Name, Date, Bldg Size,	Maple Grove Middle School, 2017-2018, 319,241 SF
Type, new or existing)	Major Renovation/Commissioning
	Jeff Arthurs
Owner Contact	Coordinator of Maintenance Services
(Title, City, State, and Phone)	Maple Grove, Minnesota
	763-391-7197
Name & Role of Person(s) Assigned to Project	Steve Zechmeister, Lead Cx Agent
by Firm (identify any sub-consultants)	Garett Karalus, Professional Engineer
	Mathew Mason, Commissioning Agent

	Task	٧	Comments
	Developed Owner's Project		
	Requirements		
	Wrote commissioning plan	٧	
	Wrote commissioning specs	٧	
a u g	Wrote construction checklists	٧	
oni	Wrote construction checklists Wrote functional test procedures Witnessed and documented functional tests Performed functional tests (hands-on)		
nissi			
uu uu	tests		
8	Performed functional tests (hands-on)		
	Wrote systems manual	٧	
	Used data loggers or EMS trend logs		
	for testing	V	
	Developed or approved staff training		
	Reviewed completed O&M manuals	٧	

	TaskCommissioning provider was part of the firmSupervised a sub-consultant		Comments
nent			
lanager			
lanë	commissioning provider to our firm		
Σ	Worked with a commissioning		
	provider hired by others		

Appendix A

Exhibit 2: Commissioning Task Experience for Similar Projects FILL OUT A SEPARATE FORM FOR EACH FIRM ON THE TEAM

V	System or Equipment
٧	Central building automation system
٧	All equipment of the heating, ventilating and air conditioning systems
	Enhanced filtration units
٧	Scheduled or occupancy sensor lighting controls
	Daylight dimming controls
	Refrigeration systems
	Emergency power generators and automatic transfer switching
	Uninterruptible power supply systems
	Life safety systems (fire alarm, egress pressurization, fire protection)
	Electrical (service switchgear, switchboards, distribution panels, transformers, motor
	control centers, power monitoring and metering, transient voltage surge suppressors,
	variable speed drives, grounding and ground fault systems, over current protective
	devices, low voltage busway, thermographic survey, white sound system).
٧	Domestic and process water pumping and mixing systems
٧	Equipment sound control systems and testing
	Data and communication
	Paging systems
	Security system
	Irrigation
V	Plumbing
	Vertical transport
	Building envelope including the different types of curtain wall assemblies (specify
	roofing, windows and doors, construction joints, etc.)
	Sustainability features
	Effluent decontamination systems
	Process instrumentation and controls
	Other: Describe as an attachment to this exhibit
	V V V

APPENDIX B General Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

							/27/2018		
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 CONTACT Kim Rowe									
AssuredPartners of Minnesota LLC				PHONE (A/C, No	Ext): (651) 28	37-1161	FAX (A/C, Noj:	(651) 6	644-9137
2361 Highway 36 West				E-MAIL ADDRES	s: krowe@a	pminnesota.co			
					IN	SURER(S) AFFOR	DING COVERAGE		NAIC #
St. Paul			MN 55113	INSURE	RA: Colony Ir	isurance Com	pany		39993
INSURED				INSURE	RB: Accident	Fund Insurance	e Co of America		10166*
Institute for Environmental Asse	ssmer	nt Inc		INSURE	RC :				
9201 West Broadway No #600				INSURE	RD:				
				INSURE	RE:				
Brooklyn Park	_	_	MN 55445	INSURE	RF:				
			NUMBER: 2019/20 Maste				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERT. EXCLUSIONS AND CONDITIONS OF SUCH PO	REME AIN, TI DLICIE	INT, TE HE INS S. LIM	ERM OR CONDITION OF ANY (SURANCE AFFORDED BY THE	CONTRA POLICI	CT OR OTHER ES DESCRIBEI ED BY PAID CL	DOCUMENT & DHEREIN IS SI AIMS.	WITH RESPECT TO WHICH T	HIS	
LTR TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYY)	LIMIT		
							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)		000
							MED EXP (Any one person)	_{\$} 10,0	
A			PACE4223626		01/01/2019	01/01/2020	PERSONAL & ADV INJURY	_{\$} 1,00	
GEN'L AGGREGATE LIMIT APPLIES PER						8	GENERAL AGGREGATE	- Ψ	0,000
POLICY 🗙 PRO-							PRODUCTS - COMP/OP AGG	_{\$} 2,00	0,000
OTHER							COMBINED SINGLE LIMIT	\$	
							(Ea accident)	\$ 1,00	0,000
			B4 05 1000000		01/01/0010	04/04/00000	BODILY INJURY (Per person)	\$	
			PACE4223626		01/01/2019	01/01/2020	BODILY INJURY (Per accident) PROPERT? DAMAGE	\$	
						5	(Per accident)	\$ \$	
	\vdash	-					EACH OCCURRENCE	\$ 5,00	0,000
			EXC306555		01/01/2019	01/01/2020	AGGREGATE	Ψ	0,000
DED RETENTION \$	1							\$	
WORKERS COMPENSATION							X PER STATUTE ER		
AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE	NIA		WCV8012893		01/01/2019	01/01/2020	E L. EACH ACCIDENT	_{\$} 1,00	0,000
(Mandatory in NH)	N/A		100 100 12035		0110112013	0110112020	E.L. DISEASE - EA EMPLOYEE	_{\$} 1,00	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	_{\$} 1,00	0,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	ORD 1	01, Additional Remarks Schedule, i	may be at	tached if more sp	oace is required)			
FOR INFORMATION ONLY									
CERTIFICATE HOLDER				CANC	ELLATION				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
				AUTHOR		NTATIVE			
					line VAIA				

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

APPENDIX C General Conditions

General Conditions

The word "Consultant" refers to the Institute for Environmental Assessment ("IEA"), the contracting company is referred to as the "Client". Client agrees to be bound by these General Conditions by accepting the Proposal and engaging Consultant.

The Agreement with you, the Client, is comprised of this Agreement and accompanying written proposal.

1. Scope of Work

Consultant will furnish and perform the professional services specified in Consultant's proposal (the "Proposal"). The services as set forth in the Proposal (the "Services") will be provided by Consultant's personnel at the location of the Client (the "Site") (hereinafter referred to as the "Project"). If any portion of the Proposal is inconsistent with this Agreement, the terms of this Agreement shall control:

Consultant's obligation to perform the Services shall terminate upon delivery of a final report within 45 days of Project completion.

In addition to the Proposal, Consultant and Client agree as follows:

A. Right of Access

Unless otherwise agreed in writing, Client will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

B. <u>Confidential & Proprietary</u> Information

The Consultant and Client agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or propriety information" and "trade secrets" shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other.

C. <u>General</u>

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality. The AIHA-certified IEA laboratory will perform PCM analysis if specified. Other field PCM analysis will be completed by laboratoryapproved field technicians, generally under AAR Guidelines.

2. Payment for Services

A. <u>Fee Schedule & Maximum</u> <u>Costs</u>

The fee schedule in the Proposal specifies the amounts due to Consultant from Client for its Services performed under this Agreement.

B. <u>Schedule of Payment</u>

Invoices will be submitted to Client once a month for services performed during the prior month. Payment to Consultant is due upon presentation to Client, and past due after thirty (30) days of receipt of the invoice, in which case a service fee of 1.5% monthly shall be added to the invoice, unless specifically arranged otherwise by Consultant and communicated in writing. Client reserves the right to question any item on any invoice and Consultant agrees, upon Client's request, to supply such documentation as is necessary to reasonably justify such invoice amount to Client's reasonable satisfaction. Client agrees to pay Consultant any costs of collection including reasonable attorneys' fees and costs if payment for Services are not made when due.

C. General

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality. The AIHA-certified IEA laboratory will perform PCM analysis if specified. Other field PCM analysis will be completed by laboratoryapproved field technicians, generally under AAR Guidelines.

2. <u>Payment for Services</u>

A. <u>Fee Schedule & Maximum</u> <u>Costs</u> The fee schedule in the Proposal specifies the amounts due to Consultant from Client for its Services performed under this Agreement.

B. Schedule of Payment

Invoices will be submitted to Client once a month for services performed during the prior month. Payment to Consultant is due upon presentation to Client, and past due after thirty (30) days of receipt of the invoice, in which case a service fee of 1.5% monthly shall be added to the invoice, unless specifically arranged otherwise by Consultant and communicated in writing. Client reserves the right to question any item on any invoice and Consultant agrees, upon Client's request, to supply such documentation as is necessary to reasonably justify such invoice amount to Client's reasonable satisfaction. Client agrees to pay Consultant any costs of collection including reasonable attorneys' fees and costs if payment for Services are not made when due.

C. Expert Fee Expenses

If Client requests Consultant to participate on behalf of Client in litigation regarding the subject matter of this Agreement, Client agrees to pay all of Consultant's expenses arising therefrom at the prevailing rate for Consultant's time plus out-ofpocket costs and expenses, including reasonable attorney fees incurred by Consultant in conjunction with the participation.

3. Indemnity & Insurance

A. Indemnity

Consultant shall indemnify and hold harmless Client against losses, damages and claims. demands. actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Consultant, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Consultant, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Consultant's proportion of the total fault which directly caused the damages. Client shall indemnify and hold harmless Consultant against losses, damages and claims. demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Client, its

employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Client, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Client's proportion of the total fault which directly caused the damages.

B. Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1(C) HEREOF, CONSULTANT DISCLAIMS ALL WARRANTIES OF ANY KIND. WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER CONSULTANT OR CLIENT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR **REPUDIATION OF ANY OTHER TERM** CONDITION OR OF THIS AGREEMENT, FOR NEGLIGENCE ON THE BASIS OF STRICT LIABILITY OR OTHERWISE.

C. Insurance

- Consultant carries coverage and limits of liability insurance as follows:
 - (a) Workers Compensation with statutory limits.
 - (b) Employers' Liability with a minimum policy limit of \$1,000,000.00.
 - (c) Comprehensive General Liability with the following coverage:
 - I. Limit \$1,000,000.00 per occurrence
 - II. \$2,000,000.00 general aggregate
 - III. \$2,000,000.00 products completed/ operations aggregate
 - IV. \$1,000,000.00 personal and advertising injury
 - V. \$300,000.00 fire Damage (any one fire)
 - VI. \$25,000.00 medical expenses (any one person)
 - (d) Automobile insurance covering all owned, nonowned or hired

automobiles used in connection with the work covering bodily injury and property damage with a minimum combined occurrence limit of \$1,000,000.00

- (e) Professional Liability (claims made) with the following coverage: \$1,000,000.00 per occurrence
- (f) Contractor Pollution Liability (claims made): \$1,000,000.00 each occurrence
- (g) Umbrella Liability. \$5,000,000.00 each occurrence
- (2) Client (or Owner if applicable), Subcontractors and Agents agree to provide Consultant, upon request, Certificate(s) of Insurance signed by the insurer evidencing insurance for premise liability, general liability, auto and workers comp. equal or greater than those limits carried by the Consultant.
- (3) Consultant shall promptly deliver to Client (or Owner if applicable), upon request, certificate(s) of insurance signed by the insurer for the policies described in (3) (C) above, or certified copies of policies such insurance indicating the existence of such coverage. IEA must be listed as both certificate holder and insured, or additional insured each certificate on of insurance.

4. Assignment

This Agreement shall not be assigned by Consultant without prior written consent of the Client.

5. Independent Contractor

Consultant is an independent Contractor and shall not be considered an employee, partner or joint venturer of the Client for any purpose.

6. <u>Restriction to hire employees of</u> <u>Consultant</u>

Client agrees to refrain from hiring, contracting, or retaining the services of Consultant's employees during or within 12 months after the termination of Consultant's services. If Client hires an employee of Consultant in violation of this Section 6 without Consultant's written consent, Client shall pay Consultant a placement fee equal to twenty-five percent (25%) of such employee's annual wages.

7. <u>Notices</u>

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Client or the Consultant's Chief Financial Officer, as the case may be, at their addresses as set forth in the Proposal. The courts located in the State of Minnesota shall have exclusive jurisdiction in any actions commenced by Consultant or Client in connection with this Agreement, the Project or the Services.

8. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota. Parties agree to participate in pre-suit mediation prior to commencement of an action.

9. Extent of Agreement

This Agreement, together with the Proposal, represents the entire Agreement between Client and Consultant, and supersedes all prior obligations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, dated and executed by both Client and Consultant.

10. Termination

Upon completion of the Project, Consultant will, at Client's request, deliver to Client or its designee all records, documents or materials in its possession or control of Consultant which are owned by Client. The obligations and provisions of Sections 1B, 2, 3, 5, 6 and 10 shall survive completion of the Project or termination of this Agreement.



RICHFIELD PUBLIC SCHOOLS

Independent Commissioning Provider Services | 04.06.2020

April 6th, 2020



Mr. Craig Holje, Chief Administrator Officer Richfield Public Schools 7001 Harriet Avenue South Richfield, MN 55423

3890 Pheasant Ridge Drive North East Suite 180 | Blaine, Minnesota 55449 www.ics-builds.com

Re: Independent Commissioning Provider Services for Richfield Public Schools

Dear Mr. Holje:

ICS is pleased to provide our proposal for Commissioning Services for Richfield Public Schools. We based our submission on providing commissioning services to support the delivery of a project that meets all of your goals in conformance with the Minnesota State Design Standards. As your commissioning leader for this project, ICS will ensure that all HVAC and other identified systems are complete and functioning correctly upon occupancy per design intent and current and applicable Minnesota statutes.

ICS is a leader providing comprehensive commissioning and technical services to ensure the successful operation and healthy life-cycle of all buildings. We pride ourselves on repeat clientele and value our previous and current partnerships with Richfield Public Schools. As outlined in this proposal, our team has successfully provided independent commissioning services for numerous projects of similar size and scope.

If the descriptions of the scope of services and fees in this proposal are agreeable, we will commence commissioning activities related to this scope per the schedule, as stated in the RFP. We will perform all services per the terms and conditions of the agreement. Should you desire to discuss this proposal, please contact me at your earliest convenience. ICS acknowledges the receipt of two addenda for this RFP.

As ICS' representative for this project, you have my commitment to achieving the goals you have for the success of the project across each facility. We appreciate your consideration of our firm's qualifications and experience and this opportunity to submit our proposal.

Sincerely,

aua le. Imte

Dana Fontaine, CPMP, BCxP, CCP, CxA, LEED AP BD+C Director of Technical Services ICS

P: 763-354-2670

F: 763-780-2866

BUILDINGSTRONGC O N N E C T I O N S

Through **innovation**, **clear communication**, **and unparalleled technical expertise**, we're able to build strong connections that make a difference. We are excited to partner with you as you begin your construction journey.



Table Of Contents

Firm Profile	5
Exhibit 1	6
Firm Qualifications	7
Exhibit 2	8
Proposed Team	9
Experience/References	19
Proposed Fee & Signature Page	25



Who We Are

Since 2006, ICS has been partnering with owners, architects, engineers, and other construction professionals to fullfill our mission of **positively impacting people through innovative facility solutions**. Today, **the ICS team consists of 110 innovators** who all lead through the ICS core values:

/ WE CARE / INTEGRITY / QUALITY / COLL ABORATION / SMART INNOVATION

Our Services



Facilities Assessment Space Utilization Referendum Planning Community Engagement Long-Range Planning Asset Plans Physical Needs Analysis Funding Analysis



Build

Owner's Representation Construction Management Program Management Constructability Review Value Analysis Bid & Award Administration Quality Control



Operate

Commissioning Re-Commissioning Retro-Commissioning Energy Audits/Rebates Utility Services Long-Term Facilities Maintenance Management Building Forensics

Exhibit 1: Commissioning Firm Experience

Company Name: ICS

Contact Person: Dana Fontaine, CPMP, CCP, CxA, BCxP, LEED AP BD+C

Title: Director of Technical Services

Address: 3890 Pheasant Ridge Dr NE, Ste 180, Blaine, MN 55449

Phone: 763-354-2670

E-Mail: dana.fontaine@ics-builds.com

DESCRIPTION OF BUSINESS

Since 2006, ICS has been partnering with owners, architects, engineers, and other construction professionals to fullfill our mission of positively impacting people through innovative facility solutions.

Today, the ICS team consists of 110 innovators who all lead through the ICS core values:

COMMISSIONING ACTIVITIES

Percentage of overall business devoted to commissioning services: 8-10%

How long has the firm offered commissioning services: 14

Number of commissioning projects performed each year: 15-20

Number of registered engineers on staff who have directed commissioning projects: 1

THE FIRM HAS PROVIDED COMMISSIONING SERVICES IN THE FOLLOWING: (CHECK ALL THAT APPLY)

BUILDING SECTOR	NEW CONSTRUCTION MAJOR RENOVATION	EXISTING BUILDING RETRO/RE	EQUIPMENT REPLACEMENT
Office or Retail	Х	Х	Х
Hospitals	Х	Х	Х
Assisted Living	Х	Х	Х
Laboratories	х	Х	Х
Multi-Family	Х	Х	Х
Industrial/Manufacturing	Х	Х	Х
Special Purpose - prisons, museums, libraries, etc.	Х	Х	Х
Other; describe			

Our technical services team is comprised of experts with diverse expertise including mechanical, electrical and energy engineering, commissioning, project management, and sustainability. Our staff members hold the following designations:

- Professional Engineers and Engineers-in-Training
- Certified Commissioning Professional (CCP)
- Certified Commissioning Authority (CxA)
- Commissioning Process Management Professional (CPMP)
- Building Commissioning Professional Certification (BCxP)
- National Environmental Balancing Bureau (NEBB)
- Whole Building Systems Technical Commissioning
- LEED AP BD+C and LEED AP

Team Qualifications

Our team meets all desired qualifications for this project and has:

- Our team has a wealth of knowledge surrounding Minnesota B3 requirements and LEED certifications.
- Acted as principal System Inspector/Cx Authority for at least five projects over 150,000 square feet in size.
- Extensive experience in the operation and troubleshooting of HVAC systems, energy management control systems, and lighting controls systems. The majority of our team members have over seven years of experience in this.
- Extensive field experience and a combined 200+ years of experience providing commissioning services.
- Knowledge in testing and balancing for both air and water systems.
- We're experienced in energy-efficient equipment design and control strategy optimization.
- Direct experience in monitoring and analyzing system operation using energy management control system trending and standalone data logging equipment.
- Excellent verbal and writing communication skills, highly organized, and able to work with both management and trade contractors.

We provide end-to-end facility solutions that overcome challenges and positively impact the communities we serve.

Exhibit 2: Commissioning Task Experience for Similar Projects

See Project, Owner Contact, Name & Role of Persons(s) Assigned to Project by Firm on each project in the Experience/References section.

COMMISSIONING TASK EXPERIENCE

Developed Owner's Project Requirements	+
Wrote commissioning plan	+
Wrote commissioning specifications	+
Wrote construction checklists	+
Wrote functional test procedures	+
Witnessed and documented functional tests	+
Witnessed and documented functional tests (hands-on)	+
Wrote systems manual	+
Used data loggers or EMS trend logs for testing	+
Developed or approved staff training	+
Reviewed completed O&M manuals	+

MANAGEMENT	EXPERIENCE
Commissioning provider was part of the firm	+
Supervised a sub-consultant Cx provider to our firm	
Worked with a commissioning provider hired by others	

SYSTEM OR EQUIPMENT EXPERIENCE

Central building automation system	+
All equipment of the heating, ventilating, and air conditioning systems	+
Enhanced Filtration Units	+
Scheduled or occupancy sensor lighting controls	+

Daylight dimming controls	+
Refrigeration systems	+
Emergency power generators and automatic transfer switching	+
Uninterruptible power supply systems	+
Life safety systems (fire alarm, egress pressurization, fire protection)	+
Electrical*	+
Domestic and process water pumping and mixing systems	+
Equipment sound control systems and testing	+
Data and communication	+
Paging systems	+
Security system	+
Irrigation	
Plumbing	+
Vertical transport	
Building envelope including different types of curtain wall assemblies	+
Sustainability features	+
Effluent decontamination systems	
Process instrumentation and controls	+

*Service switchgear, switchboards, distribution panels, transformers, motor control centers, power monitoring and metering, transient voltage surge suppressors, variable speed drives, grounding and ground fault systems, over current protective devices, low voltage bussway, thermographic survey, white sound system.

Proposed Team

When a project begins, nothing is set in stone. As ideas are formed, goals evolve and the vision for a facility grows. At ICS, our team of technical experts will lead you through this process, while listening to your vision and focusing on your goals. We will be there every step of the way to guide you, clarify details, and simplify complex solutions so together, we can overcome challenges with confidence, agility, and speed.



The ICS Team brings diverse perspectives coupled with more than 200 years of combined experience.

Team Organization




EDUCATION

BS, Mechanical Engineering, North Dakota State University

ACCREDITATIONS

PE - MN, ND, WI

CERTIFICATIONS

ASHRAE, MASBO, MASMS, MASA

TIME COMMITMENT: 5%

PAT OVEROM

Principal

With over 24 years of relevant experience, Pat possesses a diverse and extensive background in partnering with public sector projects in overall facilities planning, project development and construction. As Principal for the Richfield Public Schools project, Pat will provide project and executive oversight for a successful project completion.

His understanding of first cost, life-cycle, energy efficiencies, and overall building systems operation make him an excellent team member for this project.

PROJECT EXPERIENCE

Richfield Public Schools - Richfield, MN

• Pre-Planning and Owner's Representative Services for District-Wide Improvements

Forest Lake Area Schools, MN

• Construction Management Services for District-Wide Additions and Renovations

Shakopee Public School District - Shakopee, MN

• Project Management Services for a 335,000 SF High School Addition

Delano Public Schools - Delano, MN

 Project Management Services for New Intermediate School and District-Wide Renovations

New Prague Area Schools - New Prague, MN

Project Management Services for District-Wide Additions and Renovations



EDUCATION Construction - Dakota County Technical College

ACCREDITATIONS CPMP, CCP, CxA, BCxP, LEED AP BD+C

TIME COMMITMENT: 10%

DANA FONTAINE CPMP, CCP, CXA, BCXP, LEED AP BD+C

Technical Services Director

Dana has been active in the construction industry since 1990, and is dedicated and passionate about high-performing and sustainable facilities through comprehensive commissioning, technical, and owner's services.

With over 30 years of experience in construction, design, project management, commissioning, and operations, he will be an excellent in-house resource throughout the duration of the Richfield Public Schools project.

PROJECT EXPERIENCE

Richfield Public Schools - Richfield, MN

- Commissioning Services for the High School, Dual Language School, and STEM Elementary
- Re-Commissioning Services for District's 445,734 SF High School

Shakopee Public School District - Shakopee, MN

- Commissioning Services for a 335,000 SF High School Addition
- Commissioning Services for Various Renovations Including West Junior High, East Junior High, Sweeney Elementary, and Red Oak Elementary

Delano Public Schools - Delano, MN

• Commissioning Services for New Intermediate School and District-Wide Additions and Renovations

Hutchinson Public Schools - Hutchinson, MN



EDUCATION

BS, Mechanical Engineering - University of Minnesota Duluth

ACCREDITATIONS

Engineer-in-Training (EIT)

TIME COMMITMENT: 10%

PAT SCHAEFER

Technical Services Manager

Pat is a highly-skilled technical staff member with over 11 years of experience in the commissioning and overall construction industry. He will focus on the Richfield Public Schools' needs and provide a successful result in regards to all building systems for this facility.

He will work collaboratively with the technical services team throughout construction, commissioning, and occupancy. With a strong focus on optimizing building performance, Pat is an extremely valuable member of this team, and will serve the Institute well in coordinating all commissioning efforts.

PROJECT EXPERIENCE

Richfield Public Schools - Richfield, MN

- Commissioning Services for the High School, Dual Language School, and STEM Elementary
- Re-Commissioning Services for District's 445,734 SF High School

Shakopee Public School District - Shakopee, MN

- Commissioning Services for a 335,000 SF High School Addition
- Commissioning Services for Various Renovations Including West Junior High, East Junior High, Sweeney Elementary, and Red Oak Elementary

Delano Public Schools - Delano, MN

• Commissioning Services for New Intermediate School and District-Wide Additions and Renovations

Hutchinson Public Schools - Hutchinson, MN



EDUCATION

BS, Mechanical Engineering -University of Minnesota Twin Cities

ACCREDITATIONS

Engineer-in-Training (EIT)

TIME COMMITMENT: 5%

BRANDON SCHMIDT

Senior Technical Services Engineer

Brandon is a highly-skilled technical staff member with over seven years of experience in the commissioning and overall construction industry. He will focus on the Richfield Public Schools' needs and provide a successful result in regards to all building systems for each facility. With a strong focus on optimizing building performance through effective commissioning services and strong management and communication skills, Brandon is an extremely valuable member of this team.

PROJECT EXPERIENCE

Richfield Public Schools - Richfield, MN

- Commissioning Services for the High School, Dual Language School, and STEM Elementary
- Re-Commissioning Services for District's 445,734 SF High School

Shakopee Public School District - Shakopee, MN

- Commissioning Services for a 335,000 SF High School Addition
- Commissioning Services for Various Renovations Including West Junior High, East Junior High, Sweeney Elementary, and Red Oak Elementary

Delano Public Schools - Delano, MN

• Commissioning Services for New Intermediate School and District-Wide Additions and Renovations

Hutchinson Public Schools - Hutchinson, MN



ACCREDITATIONS Engineer-in-Training (EIT)

TIME COMMITMENT: 5%

ANDY TERVEER

Senior Technical Services Specialist

As a Senior Technical Services Specialist, Andy is experienced in managing quality control and coordinating systems optimization. He understands the importance of successful project record review and organization and his expertise ensure that all deliverables to the Owner are thoughtfully reviewed, and communicated in a way that is both easy to use and understand. This is vitally important when the time comes for the final Commissioning Reports and Systems Operations Manuals delivery. Andy is recognized for his positive approach to complex systems issues and for his ability to communicate project goals and outcomes to the entire project team.

PROJECT EXPERIENCE

Richfield Public Schools - Richfield, MN

- Commissioning Services for the High School, Dual Language School, and STEM Elementary
- Re-Commissioning Services for District's 445,734 SF High School

Shakopee Public School District - Shakopee, MN

- Commissioning Services for a 335,000 SF High School Addition
- Commissioning Services for Various Renovations Including West Junior High, East Junior High, Sweeney Elementary, and Red Oak Elementary

Delano Public Schools - Delano, MN

 Commissioning Services for New Intermediate School and District-Wide Additions and Renovations

Hutchinson Public Schools - Hutchinson, MN



EDUCATION

Masters, Mechanical Engineering & BS, Mechanical Engineering -University of Minnesota

ACCREDITATIONS

Engineer-in-Training (EIT)

TIME COMMITMENT: 5%

MATTHEW REIS

Energy Engineer

With a Master's Degree in Mechanical Engineering, Matt is an extremely valuable member of the technical services team. He will collaborate with all technical services team members to provide effective and efficient services for the Richfield Public Schools projects.

Also an Engineer-in-Training, Matt will provide valuable insight to the overall process of all building systems installation and the optimal performance for an efficient building.

PROJECT EXPERIENCE

Richfield Public Schools - Richfield, MN

- Commissioning Services for the High School, Dual Language School, and STEM Elementary
- Re-Commissioning Services for District's 445,734 SF High School

Shakopee Public School District - Shakopee, MN

- Commissioning Services for a 335,000 SF High School Addition
- Commissioning Services for Various Renovations Including West Junior High, East Junior High, Sweeney Elementary, and Red Oak Elementary

Delano Public Schools - Delano, MN

• Commissioning Services for New Intermediate School and District-Wide Additions and Renovations

Hutchinson Public Schools - Hutchinson, MN



EDUCATION

BS, Mechanical Engineering -North Dakota State University

ACCREDITATIONS

Mechanical Professional Engineer (PE)

TIME COMMITMENT: 5%

ERIC JOHNSON

Energy Engineer

Eric, a Professional Engineer, is focused on the comprehensive analysis of all building mechanical systems and the recommendations of energy conservation measures for commissioning projects. His work includes site visits for system testing and system issue diagnosis. His emphasis in energy use will be valuable to the team.

He will collaborate closely with the entire project team for to achieve a successful project completion for all building systems throughout each phase of each facility.

PROJECT EXPERIENCE

Mora Public Schools - Mora, MN

• Commissioning Services for Renovations for Mora Trailview Elementary School Addition and Renovation

Fergus Falls Public Schools - Fergus Falls, MN

 Commissioning Services for Cleveland Elementary School Renovations

Deer River Public Schools - Deer River, MN

Commissioning Services for District-Wide HVAC Improvements

Independent School District 601 - Fosston, MN

Commissioning Services for Various District-Wide Renovations

East Central Schools - Finlayson, MN

• Commissioning Services for Various District-Wide Renovations

Duluth Public Schools - Duluth, MN

Re-Commissioning Services for Stowe Elementary School

Facilities play an important role in people's lives and are central to providing places to live, learn, work, and play. We believe that through innovation and collaboration, we have the power to change lives. And through sustainable solutions, we have the power to change the future. **We are honored to collaborate with exceptional partners and together have been hard at work, accomplishing some amazing things.**



OWNER

Richfield Public Schools Dan Kretsinger Director of Facilities/Trans. 612-798-6081

SIZE 661,000 SF

COMPLETION Ongoing

COST \$52 million

ICS TEAM MEMBERS

Dana Fontaine, CxA Pat Schaefer, TS Specialist Brandon Schmidt, TS Specialist Andy Terveer, TS Specialist ICS is currently providing commissioning services for three facilities within Richfield Public Schools: Richfield High School, Richfield Dual Language School, and the Richfield STEM Elementary School. Stemming from a successful \$119.3 million referendum in November 2017, the ICS Technical Services team is working to ensure all HVAC and other identified systems are complete and functioning properly. Throughout the Construction Phase, Building Acceptance Phase, and the Building Turnover/Occupancy Phase for each project, ICS has worked collaboratively, and will continue to do so, with the District on these projects since May 2019.

In addition to the three facilities from the referendum, ICS provided comprehensive re-commissioning services for Richfield High School to optimize the existing HVAC equipment and controls to improve operations, enhance environmental comfort and indoor air quality, and to provide substantial cost savings. This study resulted in approximately \$43,425 in annual energy dollar savings.







DELANO PUBLIC SCHOOLS Delano, MN

OWNER

Delano Public Schools Matthew Schoen Superintendent 763-972-3365

SIZE District-wide, existing & new

COMPLETION August 2018

COST \$65 million

ICS TEAM MEMBERS

Dana Fontaine, CxA Pat Schaefer, TS Specialist Brandon Schmidt, TS Specialist Andy Terveer, TS Specialist Delano Public Schools retained ICS to provide technical services as well as comprehensive project development, planning, pre-referendum communication, and construction management services from a successful \$65 million voter-approved referendum in November 2015.

Work for the District included a new 74,000 SF Intermediate School, additions and renovations to the existing high school totaling 150,000 SF including a new performing arts center and stadium.

Also, additions and renovations were completed on the existing middle school, elementary school, and an elevator addition for the District's community education center.



Richfield Public Schools Independent Commissioning Provider Services



OWNER

Hutchinson Public Schools Daron Vanderheiden Superintendent 320.587.4590

SIZE 350,000 SF

COMPLETION August 2018

COST \$44.95 million

ICS TEAM MEMBERS Dana Fontaine, CxA Pat Schaefer, TS Specialist Brandon Schmidt, TS Specialist Andy Terveer, TS Specialist Hutchinson Public Schools retained ICS to provide comprehensive technical services and project management services for a successful \$44.95 million voter-approved referendum in November 2015.

Work for the District includes major additions and renovations to the existing High School that are focused on addressing educational program delivery and physical facility needs. ICS is currently commissioning and managing over 350,000 SF for the District.

In addition, safety, security, and accessibility improvements are occurring at all facilities as well as technology improvements and enhancements that will result in a fully-integrated learning experience for all students.





OWNER

Kasson-Mantorville Public Schools Mark Matuska Superintendent 507-634-1100

SIZE 188,500 SF (existing)

COMPLETION August 2017

COST \$39.8 million

ICS TEAM MEMBERS

Dana Fontaine, CxA Pat Schaefer, TS Specialist Brandon Schmidt, TS Specialist Andy Terveer, TS Specialist ICS successfully managed multiple concurrent projects for Kasson-Mantorville Public Schools. These projects stemmed from a collaborative master planning effort led by ICS and a successful \$39.8 million voterapproved referendum in May 2014.

The referendum included a 33,500 SF addition complete with 10 classrooms and a new multi-purpose gymnasium. It also included various additions and renovations to the existing Kasson-Mantorville High School. Additions totaled 100,000 square foot and renovations totaled 55,000 square foot, including a new multi-purpose auditorium, kitchen, building services, commons, and administration area.

Our Technical Services team addressed quality control items at the high school and elementary school that would have potentially created significant problems for the District within a few years of project completion.

Working collaboratively with the design team, we were able to refine the high school's design to bring the project back into the District's allotted budget without sacrificing quality and amenities.



SHAKOPEE PUBLIC SCHOOL DISTRICT Shakopee, MN

OWNER

Shakopee Public School District Mike Redmond Superintendent 952-496-5000

SIZE 335,000 SF (existing)

COMPLETION August 2018

COST \$102.5 million

ICS TEAM MEMBERS Dana Fontaine, CxA Pat Schaefer, TS Specialist Brandon Schmidt, TS Specialist Andy Terveer, TS Specialist After a successful \$102.5 million referendum passage in 2015, Shakopee retained ICS to provide ICS technical services and project management for major capital improvements.

This included the transformation of the existing 335,000 SF Shakopee High School into a 3,200 student capacity facility that will approach 700,000 total SF.

Key features of this expansion include an academy-style concept for their students, ample amounts of natural light, a new gymnasium, a learning staircase, a new athletic complex and weight room addition, and other extensive improvements throughout the facility.



Richfield Public Schools Independent Commissioning Provider Services



OWNER

Waconia Public Schools Todd Swanson Director of Finance 952.442.0670

SIZE 122,000 SF (existing)

COMPLETION August 2018

COST \$75 million

ICS TEAM MEMBERS

Dana Fontaine, CxA Pat Schaefer, TS Specialist Brandon Schmidt, TS Specialist Andy Terveer, TS Specialist A successful \$75 million referendum passage in November 2014 paved the way for District-wide additions and renovations for Waconia Public Schools.

Our technical services team provided commissioning services for the 122,000 SF addition to Waconia High School. Features of the project included converting the facility to accommodate 1,600 students, new central commons and entry area, a welcoming area, a 1000-seat theatre, a 2000-seat gymnasium, a student study and gathering space, and a new cafeteria.

Our team ensured all building and energy-consuming systems were functioning to provide long-term operational effectiveness and efficiency.



Richfield Public Schools Independent Commissioning Provider Services

Fee Proposal & Signature Page

Richfield Public Schools, ISD 280 | Commissioning Services | April 7th, 2020

Proposal Terms

Signature includes acceptance of attached proposal and proposed fees as stated below. ICS' compensation for independent commissioning services for Richfield Public Schools is proposed as a lump-sum fee of \$189,200. This fee includes all new and existing equipment as identified in the equipment schedules on the plan.

Reimbursable expenses will be billed at actual cost x 1.25, and include items such as mileage, reproduction, and specialized equipment. For project work beyond services outlined in the proposal and/or any changes to the agreed-upon scope of services or project duration, services will be billed on a time-and-materials basis in addition to the above-noted fee. Additional work will not be conducted without approval from the District.

Included in the above lump-sum fee compensation is a free year of energy monitoring for the Middle School, Centennial Elementary, and Sheridan Hills Elementary.

Authorization to Proceed

We appreciate the opportunity to present this proposal for Independent Commissioning Provider Services. Please sign and return two copies of this page to our office. Upon receipt of both signed copies, a fully executed original copy will be forwarded back to you for your records.

Richfield Public Schools

Date

Printed Name

Authorized Signature

ICS Consulting, Inc.

Date

Printed Name

Authorized Signature

Agenda Item VI.F.

Board of Education

Independent School District 280 Richfield, Minnesota

Regular Meeting, May 18, 2020

SUBJECT: 2020-21 PRELIMINARY BUDGET AND ADVANCE EXPENDITURE AUTHORIZATION

(Recommended by the Superintendent)

That the Board of Education, based upon the 2020-21 (FY21) preliminary budget, authorize the Business Office to expend up to 30% of the all fund budgets prior to the final budget approval and adoption.

Background Information

(Prepared by Craig Holje and Jim Gilligan)

Information will be presented Monday regarding the Preliminary Budget for FY21, which will reflect the assumptions based on projected student enrollment and anticipated changes in revenue and expenditures.

This will be a first reading with a final presentation made at the June School Board Meeting at which time we will be recommending final approval and adoption of the 2020-21 budget.

As in prior years, we are requesting that you authorize the business office to expend up to 30% of all fund budgets which allows us to initiate purchase orders for instructional supplies, materials and equipment needed for the start-up of the new school year and summer programs.

Enriching and accelerating learning

RICHFIELD PUBLIC SCHOOLS

Preliminary Proposed FY21 Budget

Craig Holje

Chief Human Resources and Administrative Officer

Richfield Board of Education - May 18, 2020

Agenda



- FY20 (Current Year) Update
 - April 30, 2020 Year-to-date
 - COVID-19 Implications
 - Revised Budget Fund Balance Projections
- FY21 (Next Year) DRAFT Preliminary Budget
 - Assumptions
 - Fund Balance Projections

Current Year – FY20 Budget Update



	SCHOOLS	D	DBJECT SERIES &	YTD Aj 20	pril 30, 20	FORECAST	+ Greet Bases	R			
REVENUE GENERAL F	UND						YTD April 30, 2020	YTD April 30, 2019	YTD April 30, 2018		
REVENUE CATEGORIES	Actual June 30, 2018	Actual June 30, 2019	Adopted Budget	Revised Budget	YTD April 30, 2020	Revised Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	YTD April 30, 2019	YTD April 30, 2018
STATE	46,142,115	46,183,093	44,607,274	45,707,241	34,849,550	10,857,691	76.2%	75.9%	74.7%	35,042,210	34,458,906
FEDERAL	2,251,486	2,098,367	2,517,148	2,331,624	(381)	2,332,005	0.0%	38.4%	42.5%	805,236	956,401
PROPERTY TAXES	13,100,376	16,524,053	18,205,157	18,205,157	17,949,429	255,728	98.6%	89.9%	46.7%	14,860,453	6,122,672
LOCAL (FEES, INTEREST, ETC.)	1,593,961	1,617,985	1,313,443	1,340,744	978,425	362,319	73.0%	65.7%	64.9%	1,062,557	1,034,262
TOTALS	63,087,938	66,423,498	66,643,022	67,584,766	53,777,023	13,807,743	79.6%	77.9%	67.5%	51,770,456	42,572,241
EXPENDITURES GENI	ERAL FUND						YTD April 30, 2020	YTD April 30, 2019	YTD April 30, 2018		
OBJECT SERIES	Actual June 30, 2018	Actual June 30, 2019	Adopted Budget	Revised Budget	YTD April 30, 2020	Revised Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	YTD April 30, 2019	YTD April 30, 2018
SALARIES & WAGES	35,160,099	37,176,269	37,899,182	37,689,481	26,254,535	11,434,946	69.7%	71.8%	70.4%	26,688,756	24,741,399
EMPLOYEE BENEFITS	12,323,981	13,518,960	13,639,093	13,606,495	10,205,021	3,401,474	75.0%	75.2%	78.9%	10,167,971	9,724,485
PURCHASED SERVICES	9,046,327	8,172,079	9,210,948	9,392,979	6,200,452	3,192,527	66.0%	71.9%	68.8%	5,878,801	6,222,249
SUPPLIES	2,237,813	2,527,483	3,555,249	2,950,809	2,332,524	618,285	79.0%	79.3%	74.4%	2,003,644	1,664,637
EQUIPMENT	2,319,661	2,581,571	1,971,269	2,176,821	1,941,193	235,628	89.2%	85.8%	81.0%	2,216,187	1,879,990
OTHER EXPENDITURES	401,293	315,303	136,930	177,740	108,401	69,339	61.0%	35.9%	26.4%	113,311	105,948
TOTALS	61,489,173	64,291,665	66,412,671	65,994,325	47,042,126	18,952,199	71.3%	73.2%	72.1%	47,068,670	44,338,708
							YTD April 30, 2020	YTD April 30, 2019	YTD April 30, 2018		
PROGRAM SERIES	Actual June 30, 2018	Actual June 30, 2019	Adopted Budget	Revised Budget	YTD April 30, 2020	Revised Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	YTD April 30, 2019	YTD April 30, 2018
SITE ADMINISTRATION	1,869,485	1,853,501	1,914,365	2,041,369	1,703,801	337,568	83.5%	83.0%	81.4%	1,538,740	1,521,245
DISTRICT ADMINISTRATION	821,301	836,390	860,810	870,152	665,900	204,252	76.5%	78.9%	79.4%	660,007	651,808
SUPPORT SERVICES	2,282,535	2,138,022	2,048,377	1,975,507	2,103,735	(128,228)	106.5%	90.9%	90.2%	1,942,427	2,059,674
REGULAR INSTRUCTION	25,535,479	27,939,635	27,910,903	28,067,670	18,533,802	9,533,868	66.0%	67.5%	68.1%	18,870,033	17,397,999
EXTRA-CURRICULAR ACTIVITES	1,166,534	1,240,925	1,470,260	1,402,627	1,009,104	393,523	71.9%	78.8%	78.4%	977,372	914,031
VOCATIONAL INSTRUCTION	439,097	473,959	452,315	431,526	302,313	129,213	70.1%	65.9%	53.2%	312,264	233,461
SPECIAL EDUCATION	11,823,369	12,130,842	12,829,441	12,357,734	8,740,452	3,617,282	70.7%	71.2%	70.7%	8,632,330	8,353,474
INSTRUCTIONAL SUPPORT	4,179,137	4,549,255	5,011,990	4,925,444	3,902,566	1,022,878	79.2%	86.0%	78.6%	3,912,492	3,286,632
PUPIL SUPPORT SERVICES	6,071,235	6,291,515	6,653,562	6,713,077	5,221,376	1,491,701	77.8%	76.2%	70.9%	4,793,678	4,302,691
FACILITIES	7,067,161	6,614,346	6,985,648	6,977,219	4,631,423	2,345,796	66.4%	78.7%	74.9%	5,206,052	5,292,879
OTHER FINANCING USES	233,841	223,275	275,000	232,000	227,654	4,346	98.1%	100.0%	138.9%	223,275	324,814
TOTALS	61,489,173	64,291,665	66,412,671	65,994,325	47,042,126	18,952,199	71.3%	73.2%	72.1%	47,068,670	44,338,708

Current Year – FY20 Budget Update



RICH PUBLIC S		D	REVENUE & EXP	PENDITURE SUMM PROGRA	ARY BY SOURCE, C M SERIES	OBJECT SERIES &	YTD Aj 20		FORECAST	+ CruelBarn	R
ACTIVITY - OTHER FUN	NDS						YTD April 30, 2020	YTD April 30, 2019	YTD April 30, 2018		
REVENUE	Actual June 30, 2018	Actual June 30, 2019	Adopted Budget	Revised Budget	YTD April 30, 2020	Revised Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	YTD April 30, 2019	YTD April 30, 2018
FOOD SERVICE	2,768,890	2,838,335	2,838,000	2,854,000	1,849,361	1,004,639	64.8%	72.0%	71.9%	2,044,408	1,990,430
COMMUNITY EDUCATION	2,155,483	1,942,646	2,173,728	2,110,277	1,704,432	405,845	80.8%	83.8%	80.0%	1,627,730	1,723,642
CONSTRUCTION FUND	120,108,147	3,044,448	1,000,000	1,100,000	61,647	1,038,353	5.6%	34.7%	99.3%	1,056,285	119,233,038
DEBT SERVICE	4,146,088	8,713,849	8,502,284	8,502,284	8,386,576	115,708	98.6%	102.3%	46.5%	8,917,088	1,929,907
TRUST	60,368	48,199	46,500	46,500	44,993	1,507	96.8%	90.0%	86.3%	43,376	52,089
INTERNAL SERVICE - HEALTH INS.	6,797,915	7,314,681	6,790,000	7,025,000	5,187,037	1,837,963	73.8%	70.8%	69.4%	5,175,968	4,716,212
INTERNAL SERVICE - DENTAL INS.	505,962	534,362	519,750	531,000	346,811	184,189	65.3%	71.2%	66.5%	380,449	336,705
OPEB - IRREVOCABLE TRUST	115,612	203,285	150,000	150,000	(27,785)	177,785	-18.5%	100.4%	-70.5%	204,165	(81,51)
OPEB DEBT SERVICE	989,701	786,209	818,323	818,323	808,268	10,055	98.8%	74.2%	46.1%	583,495	456,150
							YTD April 30, 2020	YTD April 30, 2019	YTD April 30, 2018		
	Actual June 30,	Actual June 30,			YTD April 30,	Revised Budget	30, 2020 % of Budget	30, 2019 % of Actuals	30, 2018 % of Actuals	YTD April 30,	YTD April 30,
EXPENDITURES	2018	2019	Adopted Budget	Revised Budget	2020	Remaining	30, 2020 % of Budget Received	30, 2019 % of Actuals Received	30, 2018 % of Actuals Received	2019	2018
FOOD SERVICE	2018 2,694,977	2019 2,736,818	2,592,341	2,838,588	2020 2,234,235	Remaining 604,353	30, 2020 % of Budget Received 78.7%	30, 2019 % of Actuals Received 76.8%	30, 2018 % of Actuals Received 72.0%	2019 2,102,340	2018 1,940,408
FOOD SERVICE COMMUNITY EDUCATION	2018 2,694,977 1,691,956	2019 2,736,818 1,888,985	2,592,341 2,168,010	2,838,588 1,961,978	2020 2,234,235 1,576,810	Remaining 604,353 385,168	30, 2020 % of Budget Received 78.7% 80.4%	30, 2019 % of Actuals Received 76.8% 70.2%	30, 2018 % of Actuals Received 72.0% 72.4%	2019 2,102,340 1,325,786	2018 1,940,408 1,225,400
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND	2018 2,694,977 1,691,956 2,689,537	2019 2,736,818 1,888,985 13,650,859	2,592,341 2,168,010 52,983,255	2,838,588 1,961,978 53,039,030	2020 2,234,235 1,576,810 45,551,599	Remaining 604,353 385,168 7,487,431	30, 2020 % of Budget Received 78.7% 80.4% 85.9%	30, 2019 % of Actuals Received 76.8% 70.2% 29.1%	30, 2018 % of Actuals Received 72.0% 72.4% 34.6%	2019 2,102,340 1,325,786 3,970,723	2018 1,940,408 1,225,400 930,013
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE	2018 2,694,977 1,691,956 2,689,537 10,535,851	2019 2,736,818 1,888,985 13,650,859 7,967,443	2,592,341 2,168,010 52,983,255 8,105,038	2,838,588 1,961,978 53,039,030 8,105,038	2020 2,234,235 1,576,810 45,551,599 8,105,988	Remaining 604,353 385,168 7,487,431 (950)	30, 2020 % of Budget Received 78.7% 80.4% 85.9% 100.0%	30, 2019 % of Actuals Received 76.8% 70.2% 29.1% 100.0%	30, 2018 % of Actuals Received 72.0% 72.4% 34.6% 100.0%	2019 2,102,340 1,325,786 3,970,723 7,967,443	2018 1,940,400 1,225,400 930,01 10,535,85
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908	2,592,341 2,168,010 52,983,255 8,105,038 46,500	2,838,588 1,961,978 53,039,030 8,105,038 46,500	2020 2,234,235 1,576,810 45,551,599 8,105,988 47,551	Remaining 604,353 385,168 7,487,431 (950) (1,051)	30, 2020 % of Budget Received 78.7% 80.4% 85.9% 100.0% 102.3%	30, 2019 % of Actuals Received 76.8% 70.2% 29.1% 100.0% 100.0%	30, 2018 % of Actuals Received 72.0% 72.4% 34.6% 100.0% 99.9%	2019 2,102,340 1,325,786 3,970,723 7,967,443 41,909	2018 1,940,400 1,225,400 930,011 10,535,855 48,650
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS.	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796	2,592,341 2,168,010 52,983,255 8,105,038 46,500 6,757,020	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080	2020 2,234,235 1,576,810 45,551,599 8,105,988 47,551 5,281,150	Remaining 604,353 385,168 7,487,431 (950) (1,051) 1,719,930	30, 2020 % of Budget Received 78.7% 80.4% 85.9% 100.0% 102.3% 75.4%	30, 2019 % of Actuals Received 76.8% 70.2% 29.1% 100.0% 100.0% 84.2%	30, 2018 % of Actuals Received 72.0% 72.4% 34.6% 100.0% 99.9% 84.1%	2019 2,102,340 1,325,786 3,970,723 7,967,443 41,909 5,842,779	2018 1,940,408 1,225,400 930,011 10,535,851 48,650 4,825,215
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS. INTERNAL SERVICE - DENTAL INS.	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293	2,592,341 2,168,010 52,983,255 8,105,038 46,500 6,757,020 539,049	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000	2020 2,234,235 1,576,810 45,551,599 8,105,988 47,551	Remaining 604,353 385,168 7,487,431 (950) (1,051) 1,719,930 99,242	30, 2020 % of Budget Received 78.7% 80.4% 85.9% 100.0% 102.3% 75.4% 81.2%	30, 2019 % of Actuals Received 76.8% 70.2% 29.1% 100.0% 100.0% 84.2% 92.2%	30, 2018 % of Actuals Received 72.0% 72.4% 34.6% 100.0% 99.9% 84.1% 86.0%	2019 2,102,340 1,325,786 3,970,723 7,967,443 41,909	2018 1,940,408 1,225,400 930,013 10,535,853 48,650
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS.	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742 917,335	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293 498,893	2,592,341 2,168,010 52,983,255 8,105,038 46,500 6,757,020 539,049 735,250	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000 735,250	2020 2,234,235 1,576,810 45,551,599 8,105,988 47,551 5,281,150	Remaining 604,353 385,168 7,487,431 (950) (1,051) 1,719,930 99,242 735,250	30, 2020 % of Budget Received 78.7% 80.4% 85.9% 100.0% 102.3% 75.4%	30, 2019 % of Actuals Received 76.8% 70.2% 29.1% 100.0% 100.0% 84.2%	30, 2018 % of Actuals Received 72.0% 72.4% 34.6% 100.0% 99.9% 84.1%	2019 2,102,340 1,325,786 3,970,723 7,967,443 41,909 5,842,779	2018 1,940,40 1,225,40 930,01 10,535,85 48,65 4,825,21 446,18
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS. INTERNAL SERVICE - DENTAL INS. OPEB - IRREVOCABLE TRUST	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293	2,592,341 2,168,010 52,983,255 8,105,038 46,500 6,757,020 539,049	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000	2020 2,234,235 1,576,810 45,551,599 8,105,988 47,551 5,281,150 428,758	Remaining 604,353 385,168 7,487,431 (950) (1,051) 1,719,930 99,242	30, 2020 % of Budget Received 78.7% 80.4% 85.9% 100.0% 102.3% 102.3% 81.2% 0.0%	30, 2019 % of Actuals Received 76.8% 70.2% 29.1% 100.0% 84.2% 92.2% 0.0%	30, 2018 % of Actuals Received 72.0% 72.4% 34.6% 100.0% 84.1% 86.0% 0.0%	2019 2,102,340 1,325,786 3,970,723 7,967,443 41,909 5,842,779 488,096	2018 1,940,40 1,225,40 930,01 10,535,85 48,65 4,825,21 446,18
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS. INTERNAL SERVICE - DENTAL INS. OPEB - IREVOCABLE TRUST OPEB DEBT SERVICE SUMMARY - ALL FUNDS	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742 917,335 1,023,142 Actual June 30, 2018	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293 498,893 789,125 Actual June 30, 2019	2,592,341 2,168,010 52,983,255 8,105,038 46,500 6,757,020 539,049 735,250 783,000	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000 735,250 783,000	2020 2,234,235 1,576,810 45,551,599 8,105,988 47,551 5,281,150 428,758 783,025 YTD April 30, 2020	Remaining 604,353 335,168 7,487,431 (950) (1,051) 1,719,930 99,242 735,250 (25) Revised Budget Remaining	30, 2020 % of Budget Received 78.7% 80.4% 85.9% 100.0% 102.3% 75.4% 81.2% 0.0% 100.0% YTD April 30, 2020 % of Budget Received	30, 2019 % of Actuals Received 76.8% 70.2% 29.1% 100.0% 84.2% 92.2% 0.0% 100.0% YTD April 30, 2019 % of Actuals Received	30, 2018 % of Actuals Received 72.0% 72.4% 34.6% 100.0% 99.9% 84.1% 86.0% 0.0% 100.0% YTD April 30, 2018 % of Actuals Received	2019 2,102,340 1,325,786 3,970,723 7,967,443 41,909 5,842,779 488,096 - - 789,125 YTD April 30, 2019	2018 1,940,40 1,225,40 930,01 10,535,85 4,825,21 446,18 - 1,023,14 YTD April 30, 2018
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS. INTERNAL SERVICE - DENTAL INS. OPEB - IRREVOCABLE TRUST OPEB DEBT SERVICE SUMMARY - ALL FUNDS SUMMARY REVENUE	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742 917,335 1,023,142 Actual June 30, 2018 200,736,105	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293 498,893 789,125 Actual June 30, 2019 91,849,511	2,592,341 2,168,010 52,983,255 8,105,038 46,500 6,757,020 539,049 735,250 783,000 Adopted Budget 89,481,607	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000 735,250 783,000 Revised Budget 90,722,150	2020 2,234,235 1,576,810 45,551,599 8,105,988 47,551 5,281,150 428,758 783,025 YTD April 30, 2020 72,138,363	Remaining 604,353 335,168 7,487,431 (950) (1,051) 1,719,930 99,242 735,250 (25) Revised Budget Remaining 18,583,787	30, 2020 % of Budget Received 78.7% 80.4% 85.9% 100.0% 102.3% 75.4% 81.2% 0.0% 100.0% YTD April 30, 2020 % of Budget Received 79.5%	30, 2019 % of Actuals Received 76.8% 70.2% 29.1% 100.0% 100.0% 84.2% 92.2% 0.0% 100.0% YTD April 30, 2019 % of Actuals Received 78.2%	30, 2018 % of Actuals Received 72.0% 72.4% 34.6% 100.0% 99.9% 84.1% 86.0% 0.0% 100.0% YTD April 30, 2018 % of Actuals Received 86.1%	2019 2,102,340 1,325,786 3,970,723 7,967,443 41,909 5,842,779 488,096 - - 789,125 YTD April 30, 2019 71,803,420	2018 1,940,40 1,225,40 930,01 10,535,85 4,825,21 446,18 - 1,023,14 YTD April 30, 2018 172,928,90
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS. INTERNAL SERVICE - DENTAL INS. OPEB - IRREVOCABLE TRUST OPEB DEBT SERVICE SUMMARY - ALL FUNDS	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742 917,335 1,023,142 Actual June 30, 2018	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293 498,893 789,125 Actual June 30, 2019	2,592,341 2,168,010 52,983,255 8,105,038 46,500 6,757,020 539,049 735,250 783,000	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000 735,250 783,000	2020 2,234,235 1,576,810 45,551,599 8,105,988 47,551 5,281,150 428,758 783,025 YTD April 30, 2020	Remaining 604,353 335,168 7,487,431 (950) (1,051) 1,719,930 99,242 735,250 (25) Revised Budget Remaining	30, 2020 % of Budget Received 78.7% 80.4% 85.9% 100.0% 102.3% 75.4% 81.2% 0.0% 100.0% YTD April 30, 2020 % of Budget Received	30, 2019 % of Actuals Received 76.8% 70.2% 29.1% 100.0% 84.2% 92.2% 0.0% 100.0% YTD April 30, 2019 % of Actuals Received	30, 2018 % of Actuals Received 72.0% 72.4% 34.6% 100.0% 99.9% 84.1% 86.0% 0.0% 100.0% YTD April 30, 2018 % of Actuals Received	2019 2,102,340 1,325,786 3,970,723 7,967,443 41,909 5,842,779 488,096 - - 789,125 YTD April 30, 2019	2018 1,940,400 1,225,400 930,01 10,535,85 48,65,51 4,825,51 446,18 1,023,14 YTD April 30,

Current Year – FY20 Budget Implications



- On track as of March 31, 2020
- COVID-19 Potential Implications
 - General Fund Fund 01
 - Enrollment
 - Existing Staffing No change
 - COVID-19 Leaves & Staffing Impact
 - Nutrition Services Fund 02
 - Community Education Fund 04

Current Year – FY20 Budget Fund Balances



	R	ichfield Pub	lic Schools		POMECHET #	_		
(R) RICHFIELD		Budget O	verview		RICHFIELD			
U	R	evised Budget Su	ummary 2019-20		0.111111			
	Actual	Revised Budget	Revised Budget		Projected Balance	Net Increase		
General Fund - 01 Unassigned - 422	July 1, 2019 4,545,038	52.573.313	Expenditures 50.843.200	Transfers 492,935	June 30, 2020 6.768.084	or Decrease 2,223,048		
Jnassigned - 422	4,545,036	52,575,315	50,645,200	492,935	10,26%	2,223,040		
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		446,695	155,285		
Sale Schools - 449	-	315,356	172,639	(142,717)		-		
Medical Assistance - 472	453,535	150,000	315,411		288,124	(165,41		
Subtotal Restricted	2,482,106	14,919,403	15,026,301	440,118	2,815,326	333,22		
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	(48,99		
Assigned - Student Activities Fd 50	101,579			(101,579)		(101,57)		
Assigned - 3rd Party Sped	335.054				335,054			
Subtotal Assigned - 462	3,326,096	92,050	124,824	(101,579)	3,191,743	(134,35)		
Total General Fund	11,284,712	67,584,766	65,994,325		12,875,153	1,590,441		

Current Year – FY20 Budget Fund Balances



$\langle \mathbf{R} \rangle$	RICHFIELD PUBLIC SCHOOLS		Chfield Pub Budget Ov vised Budget Su			Richfield			
Food Serv	ice Fund - 02								
Inventor	ry & Prepaid Expenditures	21,901				21,901			
Subtotal No	nspendable - 460	21,901				21,901			
Restricted -	464	510,984	2,854,000	2,838,588	· · · ·	526,396	15,412		
Total Food S	Service	532,885	2,854,000	2,838,588		548,297	15,412		
Communit	ty Services - 04								
Restricted -	464 (Non-Public, EcServer, LCTS)	84,225	577,555	589,808		71,972	(12,253		
Restricted /		3,933	570,653	564,131		10,455	6.522		
ECFE -	nity Ed - 431	162.538	394,212	327,172	-	229,578	67.040		
	Readiness - 444	334.055	567,857	480.867		421,045	86,990		
	Reserved - Subtotal	500.526	1,532,722	1,372,170		661,078	160,552		
	unity Education	584,751	2,110,277	1,961,978		733,050	148,299		
Constructi									
Restricted/R	teserved								
LTFM (2	20188) - 467	28,269,207	800,000	16,409,500	-	12,659,707	(15,609,500		
Restricted (2	2018A) - 464	78,542,991	300,000	36,629,530	-	42,213,461	(36,329,530		
Total Constr	ruction Fund	106,812,198	1,100,000	53,039,030		54,873,168	(51,939,030		
Debt Servi	ice - 07								
Restricted -	464	945,688	8,502,284	8,105,038		1,342,934	397,246		
Total Debt S	ervice 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 Se	ervice - 20 Health	5,247,800	7,025,000	7,001,080		5,271,720	23,920		
Internal Se	ervice - 21 Dental	44,786	531,000	528,000		47,786	3,000		
OPEB Irre	vocable Trust - 45	9,455,224	150,000	735,250		8,869,974	(585,250		
OPEB Deb	at Service - 47	177,616	818,323	783,000		212,939	35,323		
Total All Fur	nds:	135,542,096	90,722,150	141,032,789		85,231,457	(50.310.639		



- 2% increase in formula allowance
- Projecting a 109 student reduction in Average Daily Membership (ADM)
 - FY21 4,056 ADM (down from 4,165 in FY 20)
 - Unknown impact of COVID 19
- Generally generous staffing allocations (class sizes)

DRAFT – FY21 Preliminary Budget



	SCHOOLS	D	REVENUE & EXF	ENDITURE SUMN	IARY BY SOURCE, (DBJECT SERIES & P	ROGRAM SERIES	YTD Ma 20	arch 31, 20	FORECAST	+ Crust Brien	R
REVENUE GENERAL F	UND							YTD March 31, 2020	YTD March 31, 2019	YTD March 31, 2018		
REVENUE CATEGORIES	Actual June 30, 2018	Actual June 30, 2019	Revised Budget	Next Year Budget	(Decrease or (Decrease) from Revised	YTD March 31, 2020	Revised Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	YTD March 31, 2019	YTD March 31 2018
STATE	46,142,115	46,183,093	45,707,241	46,150,048	442,807	28,375,894	17,331,347	62.1%	62.1%	60.8%	28,672,847	28,042,67
FEDERAL	2,251,486	2,098,367	2,331,624	2,825,786	494,162	(381)	2,332,005	0.0%	38.4%	42.3%	805,236	952,6
PROPERTY TAXES	13,100,376	16,524,053	18,205,157	17,677,523	(527,634)	17,949,429	255,728	98.6%	89.9%	46.7%	14,860,453	6,122,6
LOCAL (FEES, INTEREST, ETC.)	1,593,961	1,617,985	1,340,744	1,190,744	(150,000)	952,863	387,881	71.1%	61.2%	59.0%	989,783	940,9
TOTALS	63,087,938	66,423,498	67,584,766	67,844,101	259,335	47,277,805	20,306,961	70.0%	68.2%	57.2%	45,328,319	36,059,00
EXPENDITURES GENE	ERAL FUND				Increase or			YTD March 31, 2020	YTD March 31, 2019	YTD March 31, 2018		
OBJECT SERIES	Actual June 30, 2018	Actual June 30, 2019	Revised Budget	Next Year Budget	(Decrease) from Revised	YTD March 31, 2020	Revised Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	YTD March 31, 2019	YTD March 32 2018
SALARIES & WAGES	35,160,099	37,176,269	37,689,481	39,444,694	1,755,213	23,222,086	14,467,395	61.6%	63.3%	62.2%	23,524,375	21,865,0
EMPLOYEE BENEFITS	12,323,981	13,518,960	13,606,495	14,082,909	476,414	9,067,278	4,539,217	66.6%	66.8%	70.2%	9,030,131	8,646,02
PURCHASED SERVICES	9,046,327	8,172,079	9,392,979	10,566,262	1,173,283	5,393,927	3,999,052	57.4%	63.0%	62.3%	5,151,522	5,636,6
SUPPLIES	2,237,813	2,527,483	2,950,809	2,628,309	(322,500)	2,106,450	844,359	71.4%	72.0%	66.2%	1,820,698	1,480,78
EQUIPMENT	2,319,661	2,581,571	2,176,821	2,268,375	91,554	1,928,653	248,168	88.6%	85.2%	79.3%	2,198,558	1,840,09
OTHER EXPENDITURES	401,293	315,303	177,740	371,858	194,118	105,369	72,371	59.3%	32.8%	26.0%	103,549	104,34
TOTALS	61,489,173	64,291,665	65,994,325	69,362,406	3,368,081	41,823,763	24,170,562	63.4%	65.1%	64.4%	41,828,833	39,572,99
					Increase or			YTD March 31, 2020	YTD March 31, 2019	YTD March 31, 2018	[
PROGRAM SERIES	Actual June 30, 2018	Actual June 30, 2019	Revised Budget	Next Year Budget	(Decrease) from Revised	YTD March 31, 2020	Revised Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	YTD March 31, 2019	YTD March 3 2018
SITE ADMINISTRATION	1,869,485	1,853,501	2,041,369	1,940,283	(101,086)	1,550,057	491,312	75.9%	74.4%	73.1%	1,378,841	1,367,3
DISTRICT ADMINISTRATION	821,301	836,390	870,152	938,040	67,888	609,401	260,751	70.0%	71.5%	75.3%	597,842	618,5
SUPPORT SERVICES	2,282,535	2,138,022	1,975,507	1,980,877	5,370	1,920,449	55,058	97.2%	83.5%	83.5%	1,784,421	1,904,8
REGULAR INSTRUCTION	25,535,479	27,939,635	28,067,670	29,136,919	1,069,249	16,340,991	11,726,679	58.2%	59.3%	60.0%	16,564,243	15,331,5
EXTRA-CURRICULAR ACTIVITES	1,166,534	1,240,925	1,402,627	1,364,356	(38,271)	956,895	445,732	68.2%	70.9%	71.5%	879,949	833,7
OCATIONAL INSTRUCTION	439,097	473,959	431,526	458,424	26,898	266,812	164,714	61.8%	57.5%	46.7%	272,678	205,1
SPECIAL EDUCATION	11,823,369	12,130,842	12,357,734	12,911,322	553,588	7,687,145	4,670,589	62.2%	62.6%	62.1%	7,594,719	7,338,0
NSTRUCTIONAL SUPPORT	4,179,137	4,549,255	4,925,444	5,016,573	91,129	3,641,766	1,283,678	73.9%	80.9%	72.4%	3,680,050	3,024,8
	6,071,235	6,291,515	6,713,077	7,040,789	327,712	4,550,880	2,162,197	67.8%	66.9%	62.6%	4,207,662	3,799,5
PUPIL SUPPORT SERVICES												
FACILITIES	7,067,161	6,614,346	6,977,219	8,335,493	1,358,274	4,071,713	2,905,506	58.4%	70.2%	68.3%	4,645,153	4,824,5
	7,067,161 233,841	6,614,346 223,275	6,977,219 232,000	8,335,493 239,330	1,358,274 7,330	4,071,713 227,654	2,905,506 4,346	58.4% 98.1%	70.2%	68.3% 138.9%	4,645,153 223,275	4,824,5 324,8

DRAFT – FY21 Preliminary Budget



		D	REVENUE & EXP	PENDITURE SUMM	ROGRAM SERIES		arch 31, 20	FORECASTS	+ CourtBurn	R		
ACTIVITY - OTHER FUI	NDS							YTD March 31, 2020	YTD March 31, 2019	YTD March 31, 2018		
REVENUE	Actual June 30, 2018	Actual June 30, 2019	Revised Budget	Next Year Budget	Increase or (Decrease) from Revised	YTD March 31, 2020	Revised Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	YTD March 31, 2019	YTD March 31, 2018
FOOD SERVICE	2,768,890	2,838,335	2,854,000	2,860,640	6,640	1,671,342	1,182,658	58.6%	61.8%	62.7%	1,753,695	1,734,919
COMMUNITY EDUCATION	2,155,483	1,942,646	2,110,277	2,164,377	54,100	1,716,598	393,679	81.3%	82.1%	76.0%	1,594,210	1,639,198
CONSTRUCTION FUND	120,108,147	3,044,448	1,100,000	925,000	(175,000)	61,647	1,038,353	5.6%	29.6%	99.3%	902,345	119,233,038
DEBT SERVICE	4,146,088	8,713,849	8,502,284	7,687,393	(814,891)	8,386,576	115,708	98.6%	102.3%	46.5%	8,917,088	1,929,907
TRUST	60,368	48,199	46,500	46,500	-	44,993	1,507	96.8%	85.7%	83.4%	41,317	50,339
INTERNAL SERVICE - HEALTH INS.	6,797,915	7,314,681	7,025,000	7,225,000	200,000	4,575,418	2,449,582	65.1%	62.6%	69.3%	4,580,830	4,709,799
INTERNAL SERVICE - DENTAL INS.	505,962	534,362	531,000	540,500	9,500	339,428	191,572	63.9%	62.9%	65.5%	336,365	331,543
OPEB - IRREVOCABLE TRUST	115,612	203,285	150,000	70,000	(80,000)	(27,785)	177,785	-18.5%	91.1%	-70.5%	185,247	(81,511)
OPEB DEBT SERVICE	989,701	786,209	818,323	2,137,877	1,319,554	808,268	10,055	98.8%	74.2%	46.1%	583,495	456,150
	Actual lune 30	Actual June 30		Next Year	Increase or (Decrease) from	YTD March 31	Revised Budget	% of Budget	% of Actuals	S of Actuals	YTD March 31	YTD March 31
FXPENDITURES	Actual June 30, 2018	Actual June 30, 2019	Revised Budget	Next Year Budget	(Decrease) from	YTD March 31, 2020	Revised Budget		% of Actuals		YTD March 31, 2019	YTD March 31, 2018
EXPENDITURES	2018	2019	Revised Budget 2.838.588	Budget	(Decrease) from Revised	2020	Remaining	Received	Received	% of Actuals Received 64.8%	YTD March 31, 2019 1.852.226	2018
			Revised Budget 2,838,588 1,961,978		(Decrease) from					Received	2019	
FOOD SERVICE	2018 2,694,977	2019 2,736,818	2,838,588	Budget 2,819,342	(Decrease) from Revised (19,246)	2020 1,980,118	Remaining 858,470	Received 69.8%	Received 67.7%	Received 64.8%	2019 1,852,226	2018 1,747,491
FOOD SERVICE COMMUNITY EDUCATION	2018 2,694,977 1,691,956	2019 2,736,818 1,888,985	2,838,588 1,961,978	Budget 2,819,342 2,070,408	(Decrease) from Revised (19,246) 108,430	2020 1,980,118 1,409,419	Remaining 858,470 552,559	Received 69.8% 71.8%	Received 67.7% 62.4%	Received 64.8% 63.3%	2019 1,852,226 1,178,798	2018 1,747,491 1,071,314
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND	2018 2,694,977 1,691,956 2,689,537	2019 2,736,818 1,888,985 13,650,859	2,838,588 1,961,978 53,039,030	Budget 2,819,342 2,070,408 38,530,269	(Decrease) from Revised (19,246) 108,430 (14,508,761)	2020 1,980,118 1,409,419 42,804,027	Remaining 858,470 552,559 10,235,003	Received 69.8% 71.8% 80.7%	Received 67.7% 62.4% 22.7%	Received 64.8% 63.3% 22.1%	2019 1,852,226 1,178,798 3,096,501	2018 1,747,491 1,071,314 595,296
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE	2018 2,694,977 1,691,956 2,689,537 10,535,851	2019 2,736,818 1,888,985 13,650,859 7,967,443	2,838,588 1,961,978 53,039,030 8,105,038	Budget 2,819,342 2,070,408 38,530,269 7,245,988	(Decrease) from Revised (19,246) 108,430 (14,508,761)	2020 1,980,118 1,409,419 42,804,027 8,105,988	Remaining 858,470 552,559 10,235,003 (950)	Received 69.8% 71.8% 80.7% 100.0%	Received 67.7% 62.4% 22.7% 100.0%	Received 64.8% 63.3% 22.1% 100.0%	2019 1,852,226 1,178,798 3,096,501 7,963,668	2018 1,747,491 1,071,314 595,296 10,535,851
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908	2,838,588 1,961,978 53,039,030 8,105,038 46,500	Budget 2,819,342 2,070,408 38,530,269 7,245,988 46,500	(Decrease) from <u>Revised</u> (19,246) 108,430 (14,508,761) (859,050)	2020 1,980,118 1,409,419 42,804,027 8,105,988 47,551	Remaining 858,470 552,559 10,235,003 (950) (1,051)	Received 69.8% 71.8% 80.7% 100.0% 102.3%	Received 67.7% 62.4% 22.7% 100.0% 100.0%	Received 64.8% 63.3% 22.1% 100.0% 99.9%	2019 1,852,226 1,178,798 3,096,501 7,963,668 41,909	2018 1,747,491 1,071,314 595,296 10,535,851 48,650
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS.	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080	Budget 2,819,342 2,070,408 38,530,269 7,245,988 46,500 7,351,134	(Decrease) from Revised (19,246) 108,430 (14,508,761) (859,050) - - 350,054	2020 1,980,118 1,409,419 42,804,027 8,105,988 47,551 4,900,467	Remaining 858,470 552,559 10,235,003 (950) (1,051) 2,100,613	Received 69.8% 71.8% 80.7% 100.0% 102.3% 70.0%	Received 67.7% 62.4% 22.7% 100.0% 100.0% 73.3%	Received 64.8% 63.3% 22.1% 100.0% 99.9% 75.3%	2019 1,852,226 1,178,798 3,096,501 7,963,668 41,909 5,091,484	2018 1,747,491 1,071,314 595,296 10,535,851 48,650 4,322,015
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS. INTERNAL SERVICE - DENTAL INS.	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000	Budget 2,819,342 2,070,408 38,530,269 7,245,988 46,500 7,351,134 540,500	(Decrease) from Revised (19,246) 108,430 (14,508,761) (859,050) - - - - - - - - - - - - -	2020 1,980,118 1,409,419 42,804,027 8,105,988 47,551 4,900,467 418,652	Remaining 858,470 552,559 10,235,003 (950) (1,051) 2,100,613 109,348	Received 69.8% 71.8% 80.7% 100.0% 102.3% 70.0% 79.3%	Received 67.7% 62.4% 22.7% 100.0% 100.0% 73.3% 75.7%	Received 64.8% 63.3% 22.1% 100.0% 99.9% 75.3% 77.1%	2019 1,852,226 1,178,798 3,096,501 7,963,668 41,909 5,091,484 400,837	2018 1,747,491 1,071,314 595,296 10,535,851 48,650 4,322,015 399,738
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS. INTERNAL SERVICE - DENTAL INS. OPEB - IRREVOCABLE TRUST	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742 917,335	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293 498,893	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000 735,250	Budget 2,819,342 2,070,408 38,530,269 7,245,988 46,500 7,351,134 540,500 735,000	(Decrease) from Revised (19,246) 108,430 (14,508,761) (859,050) - - - - - - - - - - - - -	2020 1,980,118 1,409,419 42,804,027 8,105,988 47,551 4,900,467 418,652	Remaining 858,470 552,559 10,235,003 (950) (1,051) 2,100,613 109,348 735,250	Received 69.8% 71.8% 80.7% 100.0% 102.3% 70.0% 79.3% 0.0%	Received 67.7% 62.4% 22.7% 100.0% 73.3% 75.7% 0.0%	Received 64.8% 63.3% 22.1% 100.0% 99.9% 75.3% 77.1% 0.0%	2019 1,852,226 1,178,798 3,096,501 7,963,668 41,909 5,091,484 400,837	2018 1,747,491 1,071,314 595,296 10,535,851 48,650 4,322,015 399,738
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS. INTERNAL SERVICE - DENTAL INS. OPEB - IRREVOCABLE TRUST OPEB DEBT SERVICE SUMMARY - ALL FUNDS	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742 917,335 1,023,142 Actual June 30, 2018	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293 498,893 789,125 Actual June 30, 2019	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000 735,250 783,000	Budget 2,819,342 2,070,408 38,530,269 7,245,988 46,500 7,351,134 540,500 735,000 2,021,800 Next Year Budget	(Decrease) from Revised (19,246) 108,430 (14,508,761) (859,050) - - 350,054 12,500 (250) 1,238,800 Increase or (Decrease) from Revised	2020 1,980,118 1,409,419 42,804,027 8,105,988 47,551 4,900,467 418,652 783,025 YTD March 31, 2020	Remaining 858,470 552,559 10,235,003 (950) (1,051) 2,100,613 109,348 735,250 (25) Revised Budget Remaining	Received 69.8% 71.8% 80.7% 100.0% 102.3% 70.0% 70.3% 0.0% 100.0% YTD March 31, 2020 % of Budget Received	Received 67.7% 62.4% 22.7% 100.0% 73.3% 75.7% 0.0% 100.0% YTD March 31, 2019 % of Actuals Received	Received 64.8% 63.3% 22.1% 100.0% 99.9% 75.3% 77.1% 0.0% 100.0% YTD March 31, 2018 % of Actuals Received	2019 1,852,226 1,178,798 3,096,501 7,963,668 41,909 5,091,484 400,837 - 789,125 YTD March 31, 2019	2018 1,747,491 1,071,314 595,296 10,535,851 48,650 4,322,015 399,738 - 1,023,142 YTD March 31, 2018
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS. INTERNAL SERVICE - DENTAL INS. OPEB - IRREVOCABLE TRUST OPEB DEBT SERVICE SUMMARY - ALL FUNDS SUMMARY REVENUE	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742 917,335 1,023,142 Actual June 30, 2018 200,736,105	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293 498,893 789,125 Actual June 30, 2019 91,849,511	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000 735,250 783,000 783,000	Budget 2,819,342 2,070,408 38,530,269 7,245,988 46,500 7,351,134 540,500 735,000 2,021,800 2,021,800 Next Year Budget 91,501,388	(Decrease) from Revised (19,246) 108,430 (14,508,761) (859,050) - - - - - - - - - - - - -	2020 1,980,118 1,409,419 42,804,027 8,105,988 47,551 4,900,467 418,652 - 783,025 YTD March 31, 2020 64,854,290	Remaining 858,470 552,559 10,235,003 (950) (1,051) 2,100,613 109,348 735,250 (25)	Received 69.8% 71.8% 80.7% 100.0% 102.3% 70.0% 0.0% 100.0% YTD March 31, 2020 % of Budget Received 71.5%	Received 67.7% 62.4% 22.7% 100.0% 73.3% 0.0% 100.0% 73.3% 0.0% 100.0% 73.3% 0.0% 100.0% YTD March 31, 2019 % of Actuals Received 69.9%	Received 64.8% 63.3% 22.1% 100.0% 99.9% 75.3% 77.1% 0.0% 100.0% YTD March 31, 2018 % of Actuals Received 82.7%	2019 1,852,226 1,178,798 3,096,501 7,963,668 41,909 5,091,484 400,837 - 789,125 YTD March 31, 2019 64,222,911	2018 1,747,491 1,071,314 595,296 10,535,851 48,650 4,322,015 399,738 - 1,023,142 YTD March 31, 2018 166,062,384
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS. INTERNAL SERVICE - DENTAL INS. OPEB - IRREVOCABLE TRUST OPEB DEBT SERVICE SUMMARY - ALL FUNDS	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742 917,335 1,023,142 Actual June 30, 2018	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293 498,893 789,125 Actual June 30, 2019	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000 735,250 783,000	Budget 2,819,342 2,070,408 38,530,269 7,245,988 46,500 7,351,134 540,500 735,000 2,021,800 Next Year Budget	(Decrease) from Revised (19,246) 108,430 (14,508,761) (859,050) - - 350,054 12,500 (250) 1,238,800 Increase or (Decrease) from Revised	2020 1,980,118 1,409,419 42,804,027 8,105,988 47,551 4,900,467 418,652 783,025 YTD March 31, 2020	Remaining 858,470 552,559 10,235,003 (950) (1,051) 2,100,613 109,348 735,250 (25) Revised Budget Remaining	Received 69.8% 71.8% 80.7% 100.0% 102.3% 70.0% 70.3% 0.0% 100.0% YTD March 31, 2020 % of Budget Received	Received 67.7% 62.4% 22.7% 100.0% 73.3% 75.7% 0.0% 100.0% YTD March 31, 2019 % of Actuals Received	Received 64.8% 63.3% 22.1% 100.0% 99.9% 75.3% 77.1% 0.0% 100.0% YTD March 31, 2018 % of Actuals Received	2019 1,852,226 1,178,798 3,096,501 7,963,668 41,909 5,091,484 400,837 - 789,125 YTD March 31, 2019	2018 1,747,491 1,071,314 595,296 10,535,851 48,650 4,322,015 399,738 - 1,023,142 YTD March 31, 2018

DRAFT Next Year – FY21 Fund Balances



RICHFIELD		ichfield Pub Budget Ov iminary Budget S			Response +	FIELD
General Fund - 01	Projected Bal June 30, 2020	Budget Revenues	Budget Expenditures	Transfers	Projected Bal June 30, 2021	Net Increase or Decrease
Unassigned - 422	6,768,084 10,26%	52,860,382	53,858,971	(422,502)	5,346,993 7.71%	(1,421,091
Restricted	10.20%				1.11%	
Staff Development - 403	-	580,351	580,351	-	-	-
Long-Term Fac Maint - 467	842,054	1,764,620	2,541,554	-	65,120	(776,934
Capital Projects Tech Levy - 407	385,205	3,596,086	2,990,207	-	991,084	605,879
Operating Capital - 424	751,668	1,099,303	1,102,521	-	748,451	(3,218
Student Activities - 401	101,579	100,000	100,000	-	101,579	-
Learning & Development - 428	-	879,923	879,923	-	-	-
Gifted & Talented - 438	-	57,457	303,748	246,291		-
Basic Skills - 441	-	5,839,958	5,839,958	-		-
Career & Technical - 445	-	94,447	317,708	223,261	-	-
Basic Skills Extended Time - 459	446,696	400,026	126,211		720,511	273,815
Safe Schools Levy & Aid - 449	-	389,498	389,498	-	-	-
Medical Assistance - 472	288,124	100,000	323,343		64,781	(223,343
Subtotal Restricted	2,815,326	14,901,669	15,495,022	469,552	2,691,526	(123,801
Nonspendable						
Inventory & Prepaid Expenditures	100,000	-	-	-	100,000	
Subtotal Nonspendable - 460	100,000	-	-	-	100,000	-
Assigned Funds						
Assigned - Turf	363,212	35,000	8,414	-	389,798	26,586
Assigned - Program Initiatives	905,027			-	905,027	-
Assigned - Enrollment	600,000			-	600,000	-
Assigned - Future Retirement	638,422			-	638,422	
Assigned - Carryover	350,028	47,050		(47,050)	350,028	-
Assigned - 3rd Party Sped	335,054				335,054	-
Subtotal Assigned - 462	3,191,743	82,050	8,414	(47,050)	3,218,329	26,586
Total General Fund	12,875,153	67,844,101	69,362,406	-	11,356,848	(1,518,305

DRAFT Next Year – FY21 Fund Balances



RICHFIELD PUBLIC SCHOOLS	Preli	Budget O	lic Schools verview Summary 2020-21			FIELD
Food Service Fund - 02	Building and Building					
Inventory & Prepaid Expenditures	21,901	-			21,901	
Subtotal Nonspendable - 460	21,901	-	-	-	21,901	-
Restricted - 464	526,396	2,860,640	2,819,342	-	567,694	41,298
Total Food Service	548,297	2,860,640	2,819,342		589,595	41,298
Community Services - 04						
Restricted - 464 (Non-Public, EcScreen, LCTS)	71,972	568,945	564,209	-	76,708	4,736
Restricted / Reserved Community Ed - 431	10,455	670,273	676,693		4,035	(6,420)
ECFE - 432	229,578	383,053	348,204	-	264,427	34,849
School Readiness - 444	421,045	542,106	481,302		481,849	60,804
Restricted/Reserved - Subtotal	661,078	1,595,432	1,506,199	-	750,311	89,233
Total Community Education	733,050	2,164,377	2,070,408		827,019	93,969
Construction - 06						
Subtotal Nonspendable - 460		-				-
Restricted/Reserved						
LTFM (2018B) - 467	12,659,707	700,000	10,493,203	<u> </u>	2,866,504	(9,793,203
Restricted/Reserved - Subtotal	12,659,707	700,000	10,493,203		2,866,504	(9,793,203
Restricted (2018A) - 464	42,213,461	225,000	28,037,066		14,401,395	(27,812,066
Total Construction Fund	54,873,168	925,000	38,530,269		17,267,899	(37,605,269
Debt Service - 07						
Restricted - 464	1,342,934	7,687,393	7,245,988		1,784,339	441,405
Total Debt Service Fund	1,342,934	7,687,393	7,245,988	<u> </u>	1,784,339	441,405
Trust - 08	456,436	46,500	46,500		456,436	
Internal Service - 20 Health	5,271,720	7,225,000	7,351,134		5,145,586	(126,134
Internal Service - 21 Dental	47,786	540,500	540,500	-	47,786	
OPEB Irrevocable Trust - 45	8,869,974	70,000	735,000		8,204,974	(665,000
OPEB Debt Service - 47	212,939	2,137,877	2,021,800	-	329,016	116,077
Total All Funds:	85,231,457	91,501,388	130,723,347		46,009,498	(39,221,959

Next Year – FY21 Budget Considerations







- Reduction in Unassigned Fund Balance
 - Current Projection of 7.71% Unassigned Fund Balance (Target 4-8%)
 - Down from 10.26% projected in FY20 Revised Budget
 - Up from 7.54% projected in FY 20 Original Budget
 - Consider offset with assigned funds (Program Initiatives)
 - Offset with Capital Projects Levy Technology
- Historical funding after recessions

Questions





REVENUE GENERAL F								YTD March 31, 2020	YTD March 31, 2019	YTD March 31, 2018		
	Actual June 30, 2018	Actual June 30, 2019	Revised Budget	Next Year	(Decrease)	YTD March 31, 2020	Revised Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	YTD March 31, 2019	YTD March 31, 2018
				Budget	from Revised							
STATE	46,142,115	46,183,093	45,707,241	46,150,048	442,807	28,375,894	17,331,347	62.1%	62.1%	60.8%	28,672,847	28,042,671
FEDERAL PROPERTY TAXES	2,251,486	2,098,367	2,331,624	2,825,786	494,162	(381)	2,332,005	0.0%	38.4% 89.9%	42.3%	805,236	952,680
	13,100,376	16,524,053	18,205,157	17,677,523	(527,634)	17,949,429	255,728				14,860,453	6,122,672
LOCAL (FEES, INTEREST, ETC.) TOTALS	1,593,961 63,087,938	1,617,985 66,423,498	1,340,744 67,584,766	1,190,744 67,844,101	(150,000) 259,335	952,863 47,277,805	387,881 20,306,961	71.1% 70.0%	61.2% 68.2%	59.0%	989,783 45,328,319	940,979 36,059,002
EXPENDITURES GENE								YTD March 31, 2020	YTD March 31, 2019	YTD March 31, 2018		
OBJECT SERIES	Actual June 30, 2018	Actual June 30, 2019	Revised Budget	Next Year Budget	Increase or (Decrease) from Revised	YTD March 31, 2020	Revised Budget Remaining			% of Actuals Expended	YTD March 31, 2019	YTD March 31, 2018
SALARIES & WAGES	35,160,099	37,176,269	37,689,481	39,444,694	1,755,213	23,222,086	14,467,395	61.6%	63.3%	62.2%	23,524,375	21,865,064
EMPLOYEE BENEFITS	12,323,981	13,518,960	13,606,495	14,082,909	476,414	9,067,278	4,539,217	66.6%	66.8%	70.2%	9,030,131	8,646,020
PURCHASED SERVICES	9,046,327	8,172,079	9,392,979	10,566,262	1,173,283	5,393,927	3,999,052	57.4%	63.0%	62.3%	5,151,522	5,636,681
SUPPLIES	2,237,813	2,527,483	2,950,809	2,628,309	(322,500)	2,106,450	844,359	71.4%	72.0%	66.2%	1,820,698	1,480,789
EQUIPMENT	2,319,661	2,581,571	2,176,821	2,268,375	91,554	1,928,653	248,168	88.6%	85.2%	79.3%	2,198,558	1,840,094
OTHER EXPENDITURES	401,293	315,303	177,740	371,858	194,118	105,369	72,371	59.3%	32.8%	26.0%	103,549	104,345
TOTALS	61,489,173	64,291,665	65,994,325	69,362,406	3,368,081	41,823,763	24,170,562	63.4%	65.1%	64.4%	41,828,833	39,572,993
								YTD March 31, 2020	YTD March 31, 2019	YTD March 31, 2018		
PROGRAM SERIES	Actual June 30, 2018	Actual June 30, 2019	Revised Budget	Next Year Budget	Increase or (Decrease) from Revised	YTD March 31, 2020	Revised Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	YTD March 31, 2019	YTD March 31, 2018
SITE ADMINISTRATION	1,869,485	1,853,501	2,041,369	1,940,283	(101,086)	1,550,057	491,312	75.9%	74.4%	73.1%	1,378,841	1,367,373
DISTRICT ADMINISTRATION	821,301	836,390	870,152	938,040	67,888	609,401	260,751	70.0%	71.5%	75.3%	597,842	618,525
SUPPORT SERVICES	2,282,535	2,138,022	1,975,507	1,980,877	5,370	1,920,449	55,058	97.2%	83.5%	83.5%	1,784,421	1,904,851
REGULAR INSTRUCTION	25,535,479	27,939,635	28,067,670	29,136,919	1,069,249	16,340,991	11,726,679	58.2%	59.3%	60.0%	16,564,243	15,331,552
EXTRA-CURRICULAR ACTIVITES	1,166,534	1,240,925	1,402,627	1,364,356	(38,271)	956,895	445,732	68.2%	70.9%	71.5%	879,949	833,726
VOCATIONAL INSTRUCTION	439,097	473,959	431,526	458,424	26,898	266,812	164,714	61.8%	57.5%	46.7%	272,678	205,192
SPECIAL EDUCATION	11,823,369	12,130,842	12,357,734	12,911,322	553,588	7,687,145	4,670,589	62.2%	62.6%	62.1%	7,594,719	7,338,074
INSTRUCTIONAL SUPPORT	4,179,137	4,549,255	4,925,444	5,016,573	91,129	3,641,766	1,283,678	73.9%	80.9%	72.4%	3,680,050	3,024,827
PUPIL SUPPORT SERVICES	6,071,235	6,291,515	6,713,077	7,040,789	327,712	4,550,880	2,162,197	67.8%	66.9%	62.6%	4,207,662	3,799,542
FACILITIES	7,067,161	6,614,346	6,977,219	8,335,493	1,358,274	4,071,713	2,905,506	58.4%	70.2%	68.3%	4,645,153	4,824,517
OTHER FINANCING USES	233,841	223,275	232,000	239,330	7,330	227,654	4,346	98.1%	100.0%	138.9%	223,275	324,814

 (\mathbf{R})



R

								YTD March	YTD March	YTD March		
ACTIVITY - OTHER FU	NDS							31, 2020	31, 2019	31, 2018		
					Increase or							
	Actual June 30,	Actual June 30,		Next Year	(Decrease) from	YTD March 31,	Revised Budget	-		% of Actuals	YTD March 31,	YTD March 31
REVENUE	2018	2019	Revised Budget	Budget	Revised	2020	Remaining	Received	Received	Received	2019	2018
FOOD SERVICE	2,768,890	2,838,335	2,854,000	2,860,640	6,640	1,671,342	1,182,658	58.6%	61.8%	62.7%	1,753,695	1,734,93
COMMUNITY EDUCATION	2,155,483	1,942,646	2,110,277	2,164,377	54,100	1,716,598	393,679	81.3%	82.1%	76.0%	1,594,210	1,639,1
CONSTRUCTION FUND	120,108,147	3,044,448	1,100,000	925,000	(175,000)	61,647	1,038,353	5.6%	29.6%	99.3%	902,345	119,233,03
DEBT SERVICE	4,146,088	8,713,849	8,502,284	7,687,393	(814,891)	8,386,576	115,708	98.6%	102.3%	46.5%	8,917,088	1,929,90
TRUST	60,368	48,199	46,500	46,500	-	44,993	1,507	96.8%	85.7%	83.4%	41,317	50,33
INTERNAL SERVICE - HEALTH INS.	6,797,915	7,314,681	7,025,000	7,225,000	200,000	4,575,418	2,449,582	65.1%	62.6%	69.3%	4,580,830	4,709,79
INTERNAL SERVICE - DENTAL INS.	505,962	534,362	531,000	540,500	9,500	339,428	191,572	63.9%	62.9%	65.5%	336,365	331,54
OPEB - IRREVOCABLE TRUST	115,612	203,285	150,000	70,000	(80,000)	(27,785)	177,785	-18.5%	91.1%	-70.5%	185,247	(81,51
OPEB DEBT SERVICE	989,701	786,209	818,323	2,137,877	1,319,554	808,268	10,055	98.8%	74.2%	46.1%	583,495	456,15
	1				Increase or		1	31, 2020	31, 2019	31, 2018		
	Actual June 30	Actual June 20		Next Year		VTD March 21	Povisod Budgot	% of Budget	% of Actuals	% of Actuals	VTD March 21	VTD March 21
FXPENDITLIRES	Actual June 30, 2018	Actual June 30, 2019	Revised Budget	Next Year	(Decrease) from	YTD March 31, 2020		U		% of Actuals Received	YTD March 31, 2019	YTD March 31 2018
	2018	2019	Revised Budget	Budget	(Decrease) from Revised	2020	Remaining	Received	Received	Received	2019	2018
EXPENDITURES FOOD SERVICE	2018 2,694,977	2019 2,736,818	2,838,588	Budget 2,819,342	(Decrease) from Revised (19,246)	2020 1,980,118	Remaining 858,470	Received 69.8%	Received 67.7%	Received 64.8%	2019 1,852,226	2018 1,747,49
FOOD SERVICE COMMUNITY EDUCATION	2018 2,694,977 1,691,956	2019 2,736,818 1,888,985	2,838,588 1,961,978	Budget 2,819,342 2,070,408	(Decrease) from Revised (19,246) 108,430	2020 1,980,118 1,409,419	Remaining 858,470 552,559	Received 69.8% 71.8%	Received 67.7% 62.4%	Received 64.8% 63.3%	2019 1,852,226 1,178,798	2018 1,747,49 1,071,32
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND	2018 2,694,977 1,691,956 2,689,537	2019 2,736,818 1,888,985 13,650,859	2,838,588 1,961,978 53,039,030	Budget 2,819,342 2,070,408 38,530,269	(Decrease) from Revised (19,246) 108,430 (14,508,761)	2020 1,980,118 1,409,419 42,804,027	Remaining 858,470 552,559 10,235,003	Received 69.8% 71.8% 80.7%	Received 67.7% 62.4% 22.7%	Received 64.8% 63.3% 22.1%	2019 1,852,226 1,178,798 3,096,501	2018 1,747,49 1,071,31 595,29
FOOD SERVICE COMMUNITY EDUCATION	2018 2,694,977 1,691,956	2019 2,736,818 1,888,985	2,838,588 1,961,978 53,039,030 8,105,038	Budget 2,819,342 2,070,408	(Decrease) from Revised (19,246) 108,430	2020 1,980,118 1,409,419 42,804,027 8,105,988	Remaining 858,470 552,559 10,235,003 (950)	Received 69.8% 71.8%	Received 67.7% 62.4%	Received 64.8% 63.3%	2019 1,852,226 1,178,798 3,096,501 7,963,668	2018 1,747,49 1,071,31 595,29 10,535,85
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE	2018 2,694,977 1,691,956 2,689,537 10,535,851	2019 2,736,818 1,888,985 13,650,859 7,967,443	2,838,588 1,961,978 53,039,030	Budget 2,819,342 2,070,408 38,530,269 7,245,988	(Decrease) from Revised (19,246) 108,430 (14,508,761)	2020 1,980,118 1,409,419 42,804,027	Remaining 858,470 552,559 10,235,003	Received 69.8% 71.8% 80.7% 100.0%	Received 67.7% 62.4% 22.7% 100.0%	Received 64.8% 63.3% 22.1% 100.0%	2019 1,852,226 1,178,798 3,096,501	2018 1,747,49 1,071,31 595,29 10,535,85 48,65
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908	2,838,588 1,961,978 53,039,030 8,105,038 46,500	Budget 2,819,342 2,070,408 38,530,269 7,245,988 46,500	(Decrease) from Revised (19,246) 108,430 (14,508,761) (859,050) -	2020 1,980,118 1,409,419 42,804,027 8,105,988 47,551	Remaining 858,470 552,559 10,235,003 (950) (1,051)	Received 69.8% 71.8% 80.7% 100.0% 102.3%	Received 67.7% 62.4% 22.7% 100.0%	Received 64.8% 63.3% 22.1% 100.0% 99.9%	2019 1,852,226 1,178,798 3,096,501 7,963,668 41,909	2018 1,747,49 1,071,33 595,29 10,535,88 48,60 4,322,02
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS.	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080	Budget 2,819,342 2,070,408 38,530,269 7,245,988 46,500 7,351,134	(Decrease) from Revised (19,246) (108,430 (14,508,761) (859,050) - 350,054	2020 1,980,118 1,409,419 42,804,027 8,105,988 47,551 4,900,467	Remaining 858,470 552,559 10,235,003 (950) (1,051) 2,100,613	Received 69.8% 71.8% 80.7% 100.0% 102.3% 70.0%	Received 67.7% 62.4% 22.7% 100.0% 100.3% 73.3%	Received 64.8% 63.3% 22.1% 100.0% 99.9% 75.3%	2019 1,852,226 1,178,798 3,096,501 7,963,668 41,909 5,091,484	
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS. INTERNAL SERVICE - DENTAL INS. OPEB - IRREVOCABLE TRUST	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000	Budget 2,819,342 2,070,408 38,530,269 7,245,988 46,500 7,351,134 540,500	(Decrease) from Revised (19,246) (108,430 (14,508,761) (859,050) 	2020 1,980,118 1,409,419 42,804,027 8,105,988 47,551 4,900,467	Remaining 858,470 552,559 10,235,003 (950) (1,051) 2,100,613 109,348	Received 69.8% 71.8% 80.7% 100.0% 102.3% 70.0% 79.3%	Received 67.7% 62.4% 22.7% 100.0% 100.0% 73.3% 75.7%	Received 64.8% 63.3% 22.1% 100.0% 99.9% 75.3% 77.1%	2019 1,852,226 1,178,798 3,096,501 7,963,668 41,909 5,091,484	2018 1,747,44 1,071,33 595,29 10,535,88 48,60 4,322,03
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS. INTERNAL SERVICE - DENTAL INS.	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742 917,335	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293 498,893	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000 735,250	Budget 2,819,342 2,070,408 38,530,269 7,245,988 46,500 7,351,134 540,500 735,000	(Decrease) from Revised (19,246) (108,430 (14,508,761) (859,050) 	2020 1,980,118 1,409,419 42,804,027 8,105,988 47,551 4,900,467 418,652	Remaining 858,470 552,559 10,235,003 (950) (1,051) 2,100,613 109,348 735,250	Received 69.8% 71.8% 80.7% 100.0% 102.3% 70.0% 79.3% 0.0% 100.0%	Received 67.7% 62.4% 22.7% 100.0% 73.3% 75.7% 0.0% 100.0%	Received 64.8% 63.3% 22.1% 100.0% 99.9% 75.3% 77.1% 0.0% 100.0%	2019 1,852,226 1,178,798 3,096,501 7,963,668 41,909 5,091,484 400,837	2018 1,747,4 1,071,3 595,2 10,535,8 48,6 4,322,0 399,7
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS. INTERNAL SERVICE - DENTAL INS. OPEB - IRREVOCABLE TRUST	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742 917,335	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293 498,893	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000 735,250	Budget 2,819,342 2,070,408 38,530,269 7,245,988 46,500 7,351,134 540,500 735,000	(Decrease) from Revised (19,246) (108,430 (14,508,761) (859,050) 	2020 1,980,118 1,409,419 42,804,027 8,105,988 47,551 4,900,467 418,652	Remaining 858,470 552,559 10,235,003 (950) (1,051) 2,100,613 109,348 735,250	Received 69.8% 71.8% 80.7% 100.0% 102.3% 70.0% 79.3% 0.0%	Received 67.7% 62.4% 22.7% 100.0% 73.3% 75.7% 0.0%	Received 64.8% 63.3% 22.1% 100.0% 99.9% 75.3% 77.1% 0.0%	2019 1,852,226 1,178,798 3,096,501 7,963,668 41,909 5,091,484 400,837	2018 1,747,4 1,071,3 595,2 10,535,8 48,6 4,322,0 399,7
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS. INTERNAL SERVICE - DENTAL INS. OPEB - IRREVOCABLE TRUST OPEB DEBT SERVICE	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742 917,335	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293 498,893	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000 735,250	Budget 2,819,342 2,070,408 38,530,269 7,245,988 46,500 7,351,134 540,500 735,000	(Decrease) from Revised (19,246) (14,508,761) (459,050) - - 350,054 (250) 1,238,800	2020 1,980,118 1,409,419 42,804,027 8,105,988 47,551 4,900,467 418,652	Remaining 858,470 552,559 10,235,003 (950) (1,051) 2,100,613 109,348 735,250	Received 69.8% 71.8% 80.7% 100.0% 102.3% 70.0% 79.3% 0.0% 100.0%	Received 67.7% 62.4% 22.7% 100.0% 73.3% 75.7% 0.0% 100.0% YTD March	Received 64.8% 63.3% 22.1% 100.0% 99.9% 75.3% 77.1% 0.0% 100.0%	2019 1,852,226 1,178,798 3,096,501 7,963,668 41,909 5,091,484 400,837	2018 1,747,4 1,071,3 595,2 10,535,8 48,6 4,322,0 399,7
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS. INTERNAL SERVICE - DENTAL INS. OPEB - IRREVOCABLE TRUST OPEB DEBT SERVICE	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742 917,335 1,023,142	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293 498,893 789,125	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000 735,250	Budget 2,819,342 2,070,408 38,530,269 7,245,988 46,500 7,351,134 540,500 735,000 2,021,800	(Decrease) from Revised (19,246) (14,508,761) (4559,050) (559,050)	2020 1,980,118 1,409,419 42,804,027 8,105,988 47,551 4,900,467 418,652 783,025	Remaining 858,470 552,559 10,235,003 (950) (1,051) 2,100,613 109,348 735,250 (25)	Received 69.8% 71.8% 80.7% 100.0% 102.3% 70.0% 0.0% 100.0% YTD March 31, 2020	Received 67.7% 62.4% 22.7% 100.0% 73.3% 75.7% 0.0% 100.0% YTD March 31, 2019	Received 64.8% 63.3% 22.1% 100.0% 99.9% 75.3% 77.1% 0.0% 100.0% 93.100.0% 93.1, 2018	2019 1,852,226 1,178,798 3,096,501 7,963,668 41,909 5,091,484 400,837 	2018 1,747,44 1,071,33 595,29 10,535,88 48,61 4,322,03 399,73 - 1,023,14
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS. INTERNAL SERVICE - DENTAL INS. OPEB - IRREVOCABLE TRUST OPEB DEBT SERVICE SUMMARY - ALL FUNDS	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742 917,335	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293 498,893	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000 735,250	Budget 2,819,342 2,070,408 38,530,269 7,245,988 46,500 7,351,134 540,500 735,000	(Decrease) from Revised (19,246) (14,508,761) (459,050) - - 350,054 (250) 1,238,800	2020 1,980,118 1,409,419 42,804,027 8,105,988 47,551 4,900,467 418,652	Remaining 858,470 552,559 10,235,003 (950) (1,051) 2,100,613 109,348 735,250	Received 69.8% 71.8% 80.7% 100.0% 102.3% 70.0% 0.0% 100.0% YTD March 31, 2020	Received 67.7% 62.4% 22.7% 100.0% 73.3% 75.7% 0.0% 100.0% YTD March 31, 2019	Received 64.8% 63.3% 22.1% 100.0% 99.9% 75.3% 77.1% 0.0% 100.0% 93.100.0% 93.1, 2018	2019 1,852,226 1,178,798 3,096,501 7,963,668 41,909 5,091,484 400,837	2018 1,747,4 1,071,3 595,2 10,535,8 48,6 4,322,0 399,7
FOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE TRUST INTERNAL SERVICE - HEALTH INS. INTERNAL SERVICE - DENTAL INS. OPEB - IRREVOCABLE TRUST OPEB DEBT SERVICE	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742 917,335 1,023,142 Actual June 30,	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293 498,893 789,125 Actual June 30,	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000 735,250 783,000	Budget 2,819,342 2,070,408 38,530,269 7,245,988 46,500 7,351,134 540,500 735,000 2,021,800 Next Year	(Decrease) from Revised (19,246) (108,430 (14,508,761) (859,050) - - - - - - - - - - - - -	2020 1,980,118 1,409,419 42,804,027 8,105,988 47,551 4,900,467 418,652 	Remaining 858,470 552,559 10,235,003 (950) (1,051) 2,100,613 109,348 735,250 (25)	Received 69.8% 71.8% 80.7% 100.0% 102.3% 70.0% 79.3% 0.0% 100.0% YTD March 31, 2020 % of Budget	Received 67.7% 62.4% 22.7% 100.0% 73.3% 75.7% 0.0% 100.0% YTD March 31, 2019 % of Actuals	Received 64.8% 63.3% 22.1% 100.0% 99.9% 75.3% 77.1% 0.0% 100.0% 93.100.0% 94.100.0% 95.3% 77.1% 0.0% 100.0% 90.0% 100.0% 90.0%	2019 1,852,226 1,178,798 3,096,501 7,963,668 41,909 5,091,484 400,837 - 789,125	2018 1,747,4: 1,071,3 595,2: 10,535,8: 48,6: 4,322,0 399,7: - 1,023,1: YTD March 3
EOOD SERVICE COMMUNITY EDUCATION CONSTRUCTION FUND DEBT SERVICE IRUST NTERNAL SERVICE - HEALTH INS. NTERNAL SERVICE - DENTAL INS. DPEB - IRREVOCABLE TRUST DPEB DEBT SERVICE SUMMARY - ALL FUNDS	2018 2,694,977 1,691,956 2,689,537 10,535,851 48,713 5,739,072 518,742 917,335 1,023,142 Actual June 30, 2018	2019 2,736,818 1,888,985 13,650,859 7,967,443 41,908 6,941,796 529,293 498,893 789,125 Actual June 30, 2019	2,838,588 1,961,978 53,039,030 8,105,038 46,500 7,001,080 528,000 735,250 783,000	Budget 2,819,342 2,070,408 38,530,269 7,245,988 46,500 7,351,134 540,500 735,000 2,021,800 Next Year Budget	(Decrease) from Revised (19,246) (108,430 (14,508,761) (859,050) - - - - - - - - - - - - -	2020 1,980,118 1,409,419 42,804,027 8,105,988 47,551 4,900,467 418,652 	Remaining 858,470 552,559 10,235,003 (950) (1,051) 2,100,613 109,348 735,250 (25)	Received 69.8% 71.8% 80.7% 100.0% 102.3% 70.0% 79.3% 0.0% 100.0% YTD March 31, 2020 % of Budget Received	Received 67.7% 62.4% 22.7% 100.0% 73.3% 75.7% 0.0% 100.0% YTD March 31, 2019 % of Actuals Received	Received 64.8% 63.3% 22.1% 100.0% 99.9% 75.3% 77.1% 0.0% 100.0% 93.9% 75.3% 77.1% 0.0% 100.0% 93.000 YTD March 31, 2018 % of Actuals Received	2019 1,852,226 1,178,798 3,096,501 7,963,668 41,909 5,091,484 400,837 - 789,125 YTD March 31, 2019	2018 1,747,4 1,071,3 595,2 10,535,8 48,6 4,322,0 399,7 - 1,023,1 YTD March 3 2018

Ri				FORECASTS +	Scient Bassers
	-			R RICH	FIELD
		•		Desite 1 1 C 1	Nett
	•	•	Transfers		Net Increase or Decrease
6,768,084	52,860,382	53,858,971	(422,502)	5,346,993	(1,421,09
10.26%				7.71%	
-	580,351	580,351	-	-	-
842,054	1,764,620	2,541,554	-	65,120	(776,93
385,205	3,596,086	2,990,207	-	991,084	605,87
751,668	1,099,303	1,102,521	-	748,451	(3,21
101,579	100,000	100,000	-	101,579	-
-	879,923	879,923	-	-	-
-	57,457	303,748	246,291	-	-
-	5,839,958	5,839,958	-	-	-
-	94,447	317,708	223,261	-	-
446,696	400,026	126,211		720,511	273,81
-	389,498	389,498	-	-	-
288,124	100,000	323,343		64,781	(223,34
2 815 326	14 901 669	15 / 95 022	469 552	2 691 526	(123,80
2,010,020	14,901,009	15,495,022	409,552	2,091,520	(123,60
100.000				100.000	
					-
100,000			·	100,000	-
000.040	25.000	0.444		200 700	00.50
	35,000	8,414	-	,	26,58
			-		-
			-		-
			-		-
	47,050	-	(47,050)		-
			-		-
			(47,050)		26,58
12,875,153	67,844,101	69,362,406	<u> </u>	11,356,848	(1,518,30
	-		·		-
			<u> </u>		-
					41,29
548,297 _	2,860,640	2,819,342		589,595	41,29
71,972	568,945	564,209	-	76,708	4,73
40.455	070 070	070 000		4.005	(0.40)
			-		(6,42)
			-		34,849
					60,80
					89,233 93,96
	2,164,377	2,070,408	<u> </u>	627,019	93,96
					-
12 650 707	700 000	10 402 202		2 966 504	(9,793,20
			·		(9,793,20
			<u> </u>		(9,793,20) (27,812,06
					(37,605,26
	323,000		·	11,201,035	(37,003,20
			<u> </u>		441,40
1,342,934	7,687,393	7,245,988	<u> </u>	1,784,339	441,40
456,436	46,500	46,500	-	456,436	-
5,271,720	7,225,000	7,351,134	<u> </u>	5,145,586	(126,13
47,786	540,500	540,500	-	47,786	-
	70 000	735 000	_	8 204 974	(665.00
8,869,974 212,939	70,000	735,000	<u> </u>	8,204,974	(665,00
	Projected Bai June 30, 2020 6,768,084 10.26% 842,054 385,205 751,668 101,579 - - 446,696 - 2,815,326 100,000 363,212 905,027 600,000 638,422 350,028 335,054 3,191,743 12,875,153 221,901 21,901 224,9,01 21,901 21,901 21,901 21,901 21,901 21,901 21,901 335,054 3,191,743 12,659,707 10,455 229,578 421,045 661,078 71,372 12,659,707 42,213,461 54,873,168 1,342,934 436,6,436 5,271,720 <	Budget Overeiminary Budget Suget Suge	Blidget Overview Proliminary Budget Summary 2020-21 Projected Bal Budget Expenditures 0,768,084 52,860,382 53,858,971 10.26% 53,858,971 53,858,971 - 580,351 580,351 842,054 1,764,620 2,541,554 385,205 3,596,086 2,990,207 751,668 1,099,303 1,102,521 101,579 100,000 100,000 - 879,923 879,923 - 57,457 303,748 - 5839,958 5,839,958 - 94,447 317,708 446,696 400,026 126,211 - 389,498 389,498 288,124 100,000 - 100,000 - - - 344,417 54,450,22 100,000 - - - - - 363,212 35,000 8,414 905,027 600,000 - <	Budget Overview Projected Bal June 30, 2020 Revenues 52,860,382 S3,858,971 Transfers (422,502) 6.768,084 52,860,382 53,858,971 Transfers (422,502) 0. 50,0351 53,858,971 (422,502) 10,26% 1,764,620 2,541,554 - 385,205 3,596,086 2,990,207 - 751,668 1,099,303 1,102,521 - 101,579 100,000 100,000 - - 57,457 303,748 246,291 - 5,389,858 - - - 94,447 317,708 223,261 446,696 400,026 126,211 - - 389,498 389,498 - 288,124 100,000 - - 100,000 - - - 100,000 - - - 363,212 35,000 8,414 - 905,027 - - - - <td>Budget Overview Preliminary Budget Summary 2020-21 June 30, 2021 S3.858.971 Transfers June 30, 2021 S3.858.971 Transfers June 30, 2021 S3.858.971 Transfers June 30, 2021 S3.858.971 S3.456.971 - 580.351 - <td< td=""></td<></td>	Budget Overview Preliminary Budget Summary 2020-21 June 30, 2021 S3.858.971 Transfers June 30, 2021 S3.858.971 Transfers June 30, 2021 S3.858.971 Transfers June 30, 2021 S3.858.971 S3.456.971 - 580.351 - <td< td=""></td<>

Agenda Item VI.G.

Board of Education Independent School District 280 Richfield, Minnesota

Regular Meeting, May 18, 2020

SUBJECT: 2020-2021 RESOLUTION FOR MEMBERSHIP IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE

(Recommended by Superintendent)

That the Board of Education adopt the resolution for membership in the Minnesota State High School League for the 2020-2021 school year.

BACKGROUND INFORMATION

Minnesota Statutes, Section 128C.01 requires individual school boards each year to authorize membership in the Minnesota State High School League. The Resolution for Membership affirms (1) that our school board delegates the control, supervision and regulation of League-sponsored athletic and fine arts activities to the Minnesota State High School League; (2) that our school board adopts the MSHSL Constitution, Bylaws and Rules and Regulations; and, (3) that the administration and responsibility for supervising the registered activities are assigned to our official representative, the Richfield Activities Director.

Formal approval by the School Board must be made prior to August 31, 2020 to enable the League office to certify our continuation or new membership in the League. Our designated Board Representative is Tim Pollis.

A billing for services, rule books and other supplies will be mailed to schools in mid to late July as has been the accepted procedure in the past. This billing includes a per school Membership fee of \$160 (up from \$110 last year) and Registration/Activity Fees which will be based on the information our school submits to the League office regarding the activities we will sponsor during the 2020-2021 school year.



2020-2021 RESOLUTION FOR MEMBERSHIP IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE

RESOLVED, that the Governing Board of School District Number **Click or tap here to enter text.**, County of **Click or tap here to enter text.**, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the high school(s) listed below (name all high schools in the district):

Richfield Senior High School

Richfield College Experience Program

is/are authorized by this, the Governing Board of said school district or school to:

- 1. Renew its membership in the Minnesota State High School League; and,
- 2. Participate in the approved interschool activities sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board hereby adopts the Constitution, Bylaws, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities, and that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representatives identified by this Governing Board.

Signing the Resolution for Membership affirms that this Governing Board has viewed the WHY WE PLAY training video which defines the purpose and value of education-based athletic and activity programs and assists school communities in communicating a shared common language.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Code of Student Conduct violations for students participating in activity programs by member schools.

The above Resolution was adopted by the Governing Board of this school district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

Signed: Christine MaleckSigned: Steve Unowsky(Clerk/Secretary - Local Governing Board)(Superintendent or Head of School)Date: 5/18/2020Date: 5/18/2020District Office address, City, Zip: 7001 Harriet AvenueSouth, Richfield, MN 55423School Superintendent's Phone: (612) 798-6011

School Superintendent's Email: steven.unowsky@rpsmn.org
NEW BUSINESS - FOR ACTION

Agenda Item VI.H.

Board of Education

Independent School District 280 Richfield, Minnesota

Regular Meeting May 18, 2020

SUBJECT: 2020 Pavement Rehabilitation

Recommended by the Superintendent that the Board of Education authorize the administration to enter into an agreement with Larson Engineering to solicit bids for the rehabilitation of bus maintenance garage pavements, as well as the addition of new concrete curbing, storm sewer and a roof drain collection system.

Background Information

(Prepared by Craig Holje & Dan Kretsinger)

The proposed work shall consist of rehabilitating bus garage pavements, connecting building roof drains to the existing underground storm sewer system, installing new concrete curb and gutter improvements along the east pavement edge, removal and replacement of miscellaneous concrete curb and gutter segments, removal and replacement of miscellaneous concrete sidewalk panels, installation of new storm sewer utilities to collect and convey storm water runoff, adjusting miscellaneous sewer castings to improve adjustment ring stability, removal and replacement or relining an existing 6" clay sanitary sewer pipe.

The project, outlined on the attachment, will be paid through our Long Term Facility Maintenance (LTFM) revenue.

Construction Cost Estimates:

Pavement Rehabilitation New Concrete Curb & Gutter w/New New Roof Drain Collection System	Storm Sewer	\$155,000 - \$175,000 \$ 35,000 - \$ 40,000 <u>\$ 35,000 - \$ 40,000</u>
Т	otal	\$225,000 - \$255,000

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



May 4, 2020

Mr. Dan Kretsinger Richfield Public Schools, ISD280 7001 Harriet Avenue South Richfield, MN. 55423

Re: Work Scope/Cost Estimate 2020 Pavement Rehabilitation Bus Maintenance Garage LEMN Project No: 12206007

Dear Mr. Kretsinger:

As requested, we have prepared a description of the project work scope and an estimated construction cost breakdown for each work task previously discussed. Work scope descriptions and estimated construction costs are as follows:

Work Scope:

Proposed work shall consist of rehabilitating bus maintenance garage pavements, connecting building roof drains to the existing underground storm sewer system, installing new concrete curb and gutter improvements along the east pavement edge, removal and replacement of miscellaneous concrete curb and gutter segments, removal and replacement of miscellaneous concrete sidewalk panels, installation of new storm sewer utilities to collect and convey storm water runoff, adjusting miscellaneous sewer castings to improve adjustment ring stability, removal and replacement or relining an existing 6" clay sanitary sewer pipe.

Proposed pavement rehabilitation work shall consist of reclaiming the existing pavement section to a depth of 8" to 9" and stockpiling reclaimed materials onsite for reuse. Where new pavements connect to existing pavements, the Contractor shall saw-cut existing pavements to create a clean edge. Following reclamation operations the Contractor shall regrade parking lot areas to the grades and elevations indicated in the construction drawings. Final subgrade conditions shall be reviewed and approved by the Geotechnical Consultant prior to the Contractor placing reclaimed base material. If there is not enough reclaimed base material to complete the work, the Contractor shall add new class 5 aggregate base as required to achieve a total base depth of approximately 8 inches. Base aggregate materials shall be test rolled prior to paving. Any soft areas or those showing excessive (greater than ½") deflection or rutting shall be corrected prior to paving. Upon receiving authorization from the geotechnical representative, the Contractor shall install 4 inches of bituminous pavement in two (2) lifts, restripe parking stalls to meet city standards, and topsoil/seed disrupted turf areas.

Mr. Dan Kretsinger 2020 Pavement Rehabilitation May 4, 2020

In addition to proposed pavement rehabilitation improvements the contractor shall install new B612 concrete curb and gutter along the east pavement edge near the existing rail road track. In order to collect and convey storm water to the existing system new storm sewer improvements will be implemented in conjunction with new curb improvements.

Proposed project work will also include the installation of a roof drain collection system capable of collecting storm water runoff from six (6) existing exterior roof drain downspouts. The roof drain collection system would be connected to the existing onsite storm sewer via new storm sewer improvements.

Construction Cost Estimates:

Pavement Rehabilitation	\$155,000 - \$175,000
New Concrete Curb & Gutter w/New Storm Sewer	\$ 35,000 - \$ 40,000
New Roof Drain Collection System	<u>\$ 35,000 - \$ 40,000</u>

TOTAL \$225,000 - \$255,000

Sincerely, Larson Engineering, Inc.

Toesolu

Kirk Roessler, P.E. Senior Design Engineer



NEW BUSINESS – FOR REVIEW

Agenda Item VI.I.

Board of Education Independent School District 280 Richfield, Minnesota

Regular Meeting, May 18, 2020

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

(Recommended by the Superintendent)

A first review of Policy 610 and Administrative Guideline 610.1.

Attachments

Policy 610 – Comparison to MSBA Policy 606 - Redlined First Read

Guideline 610.1 – Redlined First Read

MSBA Model Policy 606

1						
2 3		RICHFIELD PUBLIC SCHOOLS				
4 5 6 7				SELECTION AND REEVALUATION OF INSTRUCTIONAL RESOURCES		
8 9	I.	PURF	POSE			
10 11 12 13 14 15		The purpose of this policy is to provide direction for selection of instructional textbooks, materials and content. The policy also provides a procedure for addressing an objection to the text, materials and/or content and instructional materials.				
16	II.	GEN	GENERAL STATEMENT OF POLICY			
17 18 19 20 21 22		mater curric selec	rials is a alum. tion of	board recognizes that selection of textbooks and instructional a vital support for the school district's academic standards and The school board has the authority to make final decisions on instructional texts, materials and content. textbooks and materials.		
23 24	III.	RESF	SPONSIBILITY OF SELECTION			
25 26 27 28 29 30 31 32 33 34 35 36 37		A.	on the extra the extra to be instructed the extra to be instructed the extra the extra response of the extra the extre the extre the extra the ext	the school board retains its authority to make final decisions be selection of instructional texts, materials and content, boks and instructional materials, the school board recognizes operative of the professional staff and the vital need of such staff primarily involved in the recommendation of textbooks and ctional materials. Accordingly, the school board delegates to superintendent, administration and professional staff the nsibility for the evaluation, selection and consideration of rces. The Director of Teaching and Learning Teaching and ing Department shall work directly with staff in developing such mendations.		
38 39		В.		d on the review of instructional texts, materials and content g the selection process, the recommendations shall:		
40 41 42 43			1.	support the academic standards, goals and objectives of the education programs;		
44			2.	consider the needs, age and maturity of students;		
45 46 47			3.	foster respect, understanding of and appreciation for historical and contemporary contributions by and roles open to		

1 2 3 4 5			Americans of all cultures and races, both women and men gender and gender-nonconforming, and individuals with disabilities unique and varying abilities and varied opinion; and
6 7 8 9 10 11			 permit grade-level instruction for students to study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system; and be in the English Language. Another language may be used,
12 13 14			 pursuant to Minn. Stat. § 124D.61; be within the constraints of instructional time and the school district budget; and
15 16 17 18 19			 do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.
20 21 22 23 24 25 26 27		C.	The Director of Teaching and Learning Teaching and Learning Department, under the direction of the Assistant Superintendent, shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks, materials and content by the professional staff. This procedure will be coordinated with the district program improvement process and may utilize advisory committees.
28 29 30 31	IV.		CTION TO AND RECONSIDERATION OF TEXTBOOKS OR R INSTRUCTIONAL MATERIALS
32 33 34 35 36 37 38		A.	The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instructional program. Interested persons shall submit a request for reconsideration of the use of certain textbooks or instructional materials. The school district shall provide a process for district families and/or community members to object to and seek reconsideration of selected instructional texts and/or materials.
39 40 41 42 43 44		B.	The administration superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.
45 46		C.	The superintendent shall present a procedure to the school board for review and approval regarding reconsideration of textbooks or other

1 2 3 4 5 6	instructional materials. When appropriate procedure shall be an addendum to the shall be appropriate as the shall be approprised as the shall	• A set of the set			
7	Legal References:				
8	<i>I</i> inn. Stat § 120A.22, Subd. 9 (Compulsory Instruction – cCurriculum)				
9	<i>Minn</i> . Stat. § 120B.20 (Parental Curriculum Revie	,			
10	<i>Minn</i> . Stat. § 120B.235 (American Heritage Education)				
11	Minn. Stat. § 123B.02 (General Powers of Independent School Districts)				
12	Minn. Stat. § 123B.09, Subd. 8 (School Board <mark>rResponsibilities</mark>)				
13	Minn. Stat § 124D.59-124D.61 (Limited English Proficiency)				
14	Minn. Stat. § 127A.10 (State Officials and School Board Members to be				
15	Disinterested; Penalty)				
16	Hazelwood Sch. Dist. V. Kuhlmeier, 484 U.S. 260, 108 S. Ct. 562, 98 L.Ed.2d592				
17 18	(1988) Pratt v. Independent Sch. Dist. No. 831, 670 F.2d771 (8 th Cir. 1982)				
10 19		(7 T (6 ^m Cll. 1962)			
20	Cross References:				
21	Board Policy 601 – Curriculum and Instruction Goals				
22	Board Policy 611 - Provision of Alternative Instruction				
23	Board Policy 612 Curriculum Development				
24					
25					
26					
27					
28	ADOPTED BY THE BOARD OF EDUCATION:	March 3, 1997			
29 20	AMENDED BY THE BOARD OF EDUCATION:	April 7 1007 October 2 2000			
30 31 32	AWENDED BT THE BOARD OF EDUCATION:	April 7, 1997, October 2, 2000 February 7, 2011 April xx, 2020			

RICHFIELD PUBLIC SCHOOLS ADMINISTRATIVE GUIDELINES

PROCEDURES FOR SELECTION AND REEVALUATION OF INSTRUCTIONAL RESOURCES

I. INTRODUCTION

"The mission of the Richfield Public Schools is to help prepare all learners for success in a changing world by developing their knowledge and abilities within a climate of mutual trust and respect. Richfield Public Schools inspires and empowers each individual to learn, grow, and excel." The Richfield Public Schools strive to provide instructional resources which ensure that learners will have the opportunity to grow in their ability to find, apply, generate, and evaluate, and apply information that helps them to function effectively successfully as individuals and to participate fully in society.

II. PURPOSE STATEMENT

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

III. DEFINITION OF "RESOURCE"

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

IV. RESPONSIBILITY FOR RESOURCES SELECTION

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

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

provide resources that are aligned with Richfield Public Schools Curriculum Assumptions (APPENDIX A Policy 612) and that will support and enrich achievement of academic standards and benchmarks addressed in the curriculum, taking into consideration the varied races,

genders, interests, abilities, learning styles and maturity levels of students served; and to

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

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

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

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

C. It is the responsibility of the teacher to:

recognize his/her responsibility to use professional judgment in the selection and deployment of educational resources.

V. MATCHING INSTRUCTIONAL RESOURCES AND OBJECTIVES

All resources selected shall support clearly-stated instructional objectives which are aligned to stated and district standards and benchmarks, and are culturally, racially, ethnically representative of members of our society. The purposes of instructional and supplementary materials and resources selection process are:

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

- E. To provide opportunities for aesthetic experiences and development of appreciation for a variety of literary and fine arts;
- F. To provide resources that support recreational reading and encourage students to be life-long, self-directed learners.

VI. SELECTION CRITERIA

Resources shall support and be consistent with the general educational goals of District 280 Richfield Public Schools and the goals and objectives of individual schools and specific courses, and be reviewed on a scheduled rotation (APPENDIX B Policy 612). The resources need to:

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

VII. MATERIAL DISCARD AND REPLACEMENT PROCEDURE

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

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

VIII. PRINT AND NON-PRINT MEDIA CENTER RESOURCES

Professional personnel shall:

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

IX. SELECTION PROCEDURES

A. ELEMENTARY CLASSROOM INSTRUCTIONAL RESOURCES

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

- Elementary curriculum adoptions will be reviewed on a scheduled basis-, aligned with state standards review schedules. Representative committees, which include Special Education and ESL teachers, will review instructional programs and related materials/resources on a regular rotation.
- 2. District administration may initiate and teachers and/or principals may request the establishment of a program evaluation committee in addition to the routine rotation based on emerging circumstances.
- A Should a committee be established, the following procedures will be followed: district office administrator or his/her designee will assume leadership of the committee review process as described in the Richfield Public Schools Curriculum Design Process (APPENDIX C Policy 612).
- All requests to publishing companies for information and resources to be examined should be channeled through the committee. Resources are received and processed by the Office of Teaching and Learning.
- 5. It is the responsibility of the committee members to communicate with the elementary principals and teachers who will be affected by the selections of the committee.

6. The committee is to make a recommendation to the district office for approval.

a. A district office administrator or his/her designee will assume leadership of the committee review process as described in the Richfield Public Schools Curriculum Design Process (APPENDIX C Policy 612).

b. All requests to publishing companies for information and resources to be examined should be presented to the committee. Resources are received and processed by the Office of Teaching and Learning and reviewed by the committee members.

c. It is the responsibility of the committee members to communicate their findings, and to make a recommendation to the district office administrator leading the committee, who will then communicate with the elementary principals and teachers who will be affected by the selections of the committee.

- 7. The purchase of instructional material/resources is approved by the Director of Teaching and Learning Director of Teaching and Learning and Instruction Assistant Superintendent on the basis of the committee recommendations, budgetary considerations, and relationship to identified district policies and programs, and endorsement by the District Curriculum Advisory Committee.
- 8. C Any committees formed will remain functional until curriculum has been selected, implemented and reviewed.
- 9. Should a committee not be formed, the building personnel will work with the Office of Teaching and Learning and follow the established Curriculum Adoption Flowchart for decision-making (e.g. number of students affected by new materials, costs of materials, etc.). The purchase of such materials/resources is approved by the Assistant Superintendent on the basis of staff recommendations, budgetary considerations, and relationship to identified district policies and programs.
- 9. Records regarding review and selection will be kept by the in the Office of Teaching and Learning.

B. SECONDARY CLASSROOM TEXT-TYPE RESOURCES

The five groups of professional staff involved with resources selection are teachers, educational leaders, media personnel, principals, and district office administrators. Representative committees, which include Special Education and ESL teachers, will evaluate instructional programs and related materials/resources and selected updated materials on a scheduled basis (APPENDIX B Policy 612), aligned with state standards review schedules.

- 1. District administration may initiate and teachers and/or principals may request the establishment of a program/materials evaluation committee in addition to the routine rotation based on emerging circumstances.
- 2. Should a committee be established, the following procedures will be followed:
 - a. A district office administrator or his/her designee will assume leadership of the committee review process as described in the Richfield Public Schools Curriculum Design Process (APPENDIX C Policy 612).
 - b. The committee will involve educational and department leaders, media personnel of warranted, and the building leadership team (principal and/or assistant principal) in the selection process.
 - c. All requests to publishing companies for resources to be examined should be presented to the committee. Resources are received and processed by the Office of Teaching and Learning and reviewed by the committee members.
 - d. It is the responsibility of the committee members to communicate their findings, and to make a recommendation to the district office administrator leading the committee, who will then communicate with the principals and teachers who will be affected by the selections of the committee.
- 3. The purchase of instructional material/resources is approved by the Assistant Superintendent on the basis of the committee recommendations, budgetary considerations, and relationship to identified district policies and programs, and endorsement by the District Curriculum Advisory Committee.
- 4. Any committees formed will remain functional until curriculum has been selected, implemented and reviewed.

- 5. Should a committee not be formed, the building personnel will work with the Office of Teaching and Learning and follow the established Curriculum Adoption Flowchart for decision-making (e.g. number of students affected by new materials, costs of materials, etc.). The purchase of such materials/resources is approved by the Assistant Superintendent on the basis of staff recommendations, budgetary considerations, and relationship to identified district policies and programs.
- 6. Records regarding review and selection will be kept in the Office of Teaching and Learning.
- In the selection of resources, the individuals on the review committee will consult with the department or directly with the principal if the course is not a part of a department. The committee will involve educational leaders, media personnel, and the principal in the selection process and follow the Richfield Public Schools Curriculum Review and Design Processes (APPENDIX C Policy 612).
- 3. All requests to publishing companies for resources to be examined should be channeled through the committee. All resources are received and processed by the Office of Teaching and Learning.
- 4. Resources will be submitted to the entire department for discussion.
- 5. The committee submits a written recommendation and rationale to the building principal and Director of Teaching and Learning based on inputs from the department(s) concerned for its approval.
- 6. The recommendation to purchase instructional material/resources is submitted to the Board of Education by the Director of Teaching and Learning and Instruction on the basis of committee recommendations, budgetary considerations, relationship to identified district policies and programs, and endorsement by the District Curriculum Advisory Committee.
- 7. Selection of text-type resources for pilot studies and innovative programs will also follow the above procedure with the exception of #7.
- 8. Records regarding the review and selection will be kept by the Director of Teaching and Learning.

C. INSTRUCTIONAL RESOURCES NOT PURCHASED BY THE DISTRICT

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

X. PROCEDURES FOR DEALING WITH AN OBJECTION TO RECONSIDERATION OF A RESOURCE

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

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

A. OBJECTION AND REEVALUATION PROCEDURES

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

B. INFORMATIONAL MEETING

- Each objector shall be directed to the building principal or the designee.
- Within 5 calendar days of receiving the objection, the principal or designee shall contact the objector, provide him/her with a copy of these policies and procedures, and arrange a meeting with him/her.

The principal and/or other appropriate staff shall explain to the objector the school's selection procedure, the selection criteria and the qualifications of those persons selecting the resources.

The principal and/or other appropriate staff shall explain the selection rationale for the resource, its intended educational use, and any additional information regarding its use.

C. INFORMAL PROCEDURES

Initiating the challenge at the building level.

- 1. Each challenge shall be dealt with in a courteous and confidential manner.
- 2. The person initiating the challenge should communicate with the teacher or media personnel first, principal and/or media person, whichever is appropriate to come to an informal resolution.
- 3. An informal resolution is defined as a condition in which both parties agree to either accept the material as currently used or to provide a mutually acceptable alternative or substitution.
- 4. If the challenge cannot be resolved informally, the building principal will invite the person who is initiating the challenge to submit a "Request for Reevaluating a Resource" form.
- 5. Upon submission of the form, the challenge will be defined as formal and the process for formal challenges will be initiated at the appropriate level.

D. FORMAL REEVALUATION

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

- 1. The Office of Teaching and Learning shall, within twenty days:
 - a. obtain the questioned resource and read it in its entirety, and consult with professional organizations, as necessary;
 - b. discuss the questioned resource;
 - c. invite testimony, by inviting the party requesting the reconsideration, the appropriate teacher or media personnel, and building administrator to discuss intended use of the materials in the classroom or school, including the use of the material in whole or in part;
 - d. discuss the context in which the resource will be used, including any historical context;
 - e. make a recommendation to the Superintendent; and

- f. take a thorough written record of all discussion and recommendations.
- 1. The chair of the Committee for Reevaluation of Resources shall:
 - a. Within 20 days of receiving an objection, hold an open committee meeting to discuss the questioned resource, hear testimony, and make a recommendation to the Superintendent.
 - 1). Obtain reviews of the questioned resource and send them to each committee member at least **three calendar days** prior to the reevaluation committee meeting. Hold a reevaluation committee meeting to discuss the questioned resource hear testimony and make a recommendation to the Superintendent. If more time is necessary, the committee members and all other involved will be notified in writing by the chair.
 - 2). Invite the objector, professional media person, or teacher, and administrator involved in the committee meeting.
 - 3). Invite appropriate persons to provide testimony during the meeting.
- 2. The Committee for Reevaluation of a Resource Office of Teaching and Learning shall:
 - a. Examine the questioned resource in its entirety.
 - b. Determine professional acceptance of the resource by reading critical reviews.
 - c. Weigh values and faults and form opinions on the resource as a whole if it is read or viewed in its entirety or focus the review on passages or sections identified for viewing/reading.
 - d. Discuss the resource in the context of the educational program.
 - e. Hear testimony.
 - f. Make a recommendation to the Superintendent.
 - g. Complete the Resource Reevaluation Committee Report form (APPENDIX D Policy 612).

E. REEVALUATION COMMITTEE COMPOSITION

The committee shall be identified and convened on an as-needed basis. Each member shall serve on the committee for the duration of the review. Representatives shall be selected or based on the nature of the complaint and may include the following categories.

- 1. one district administrator
- 2. one building principal
- 3. one elementary teacher
- 4. one secondary teacher
- 5. one media professional
- 6. one parent with elementary school-aged children
- 7. one parent with secondary school-aged children
- 8. one community member
- 9 one student

Staff involved in the complaint may testify but should not participate as a member of the reevaluation committee.

F. COMMITTEE DUTIES

CHAIRPERSON

- 1. Notify those groups who must select a representative upon receipt of the complaint.
- 2. Ensure that all groups are represented as appropriate to the complaint.
- 3. Notify committee members of objections and set meeting dates.
- 4. Distribute copies of the Request for Reevaluating a Resource and Resource Reevaluation Committee Report to all committee members.
- 5. Obtain and arrange the reading/listening/viewing of the questioned resource by the committee.
- 6. Obtain critical reviews of the questioned resource and send them to the committee members.
- 7. Within 20 school days of receiving the objection, hold an open committee meeting to discuss the questioned resource, hear testimony, and make a recommendation to the Superintendent.

COMMITTEE MEMBERS

- 1. Read/listen/view the questioned resource in its entirety.
- 2. Read and analyze critical reviews of the questioned resource and consult recommended lists.
- 3. Form opinions on the resource as a whole and the specific segments used for classroom instruction.
- 4. Discuss the extent to which the material supports the curriculum.
- 5. Hold open hearings and listen to testimony.
- 6. Make a recommendation to the Superintendent.

7. Complete a written report using the Resource Reevaluation Committee Report form.

RECORDING SECRETARY

- 1. Record attendance.
- 2. Take notes and complete all necessary forms.
- 3. Obtain all committee members' signatures on the REPORT form.
- 4. Be responsible for filing all reports within 5 calendar days.

G. RESOLUTION

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

Dated: April 7, 1997 Reviewed: Revised: October 2, 2010 Amended February 7, 2011 April, 2020

RICHFIELD PUBLIC SCHOOLS APPENDIX D REQUEST FOR REEVALUATING A RESOURCE

REQUEST FUR	REEVALUATING	ARESU	JKCE	
The amount of instructional mater	rial available make	s it possibl	e to offer	alternatives
to challenged or controversial ma	terial. Should stude	ents or par	ents have	objections
to any material, teachers shall off	er substitute select	ions.		-
School				
Please check type of material:				
		())	<i>P</i> 1	
() Book () Periodical		· · ·	/ideo	
		() (Other	
() Film				
Title				
Author				
Publisher or Producer			Copyrigh	t Date
Request initiated by		Self		
		└ Orga	anization_	
				Name of Organization
Telephone	Address			
City	State			Zip

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

- 1. To what in the material do you object? Please comment on the resource as a whole as well as being specific on those matters which concern you. (Please be specific, cite pages, film sequence, video, etc.)
- 2. What do you believe is the theme or purpose of this material?
- 3. What do you feel might be the result of a student using this material?

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

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

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

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

Signature of the Complainant

Date _____

Please return completed form to the school principal

Adopted:_____

MSBA/MASA Model Policy 606 Orig. 1995 Rev. 2005

Revised:_____

606 TEXTBOOKS AND INSTRUCTIONAL MATERIALS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. RESPONSIBILITY OF SELECTION

- A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.
- B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials which:
 - 1. support the goals and objectives of the education programs;
 - 2. consider the needs, age, and maturity of students;
 - 3. foster respect and appreciation for cultural diversity and varied opinion;
 - 4. fit within the constraints of the school district budget;
 - 5. are in the English language. Another language may be used, pursuant to Minn. Stat. § 124D.61;
 - 6. permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and

patriotism; and

- 7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.
- C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents, and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees.

IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS

- A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.
- B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS

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

Legal References:Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction – Curriculum)
Minn. Stat. § 120B.235 (American Heritage Education)
Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School
Districts)
Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)
Minn. Stat. § 124D.59-124D.61 (Limited English Proficiency)

Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)
Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
Pratt v. Independent Sch. Dist. No. 831, 670 F.2d 771 (8th Cir. 1982)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development) MSBA/MASA Model Policy 604 (Instructional Curriculum)

NEW BUSINESS - FOR ACTION

Agenda Item VI.J.

Board of Education

Independent School District 280 Richfield, Minnesota

Regular Meeting, May 18, 2020

Subject: Donations

(Recommended by the Superintendent)

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

ECMC Foundation GO! Program donated \$5,000 to Sheridan Hills for participating in their program. These funds will be used to support specialist programs that will be moving into new spaces in 2020-2021.

The Sunshine Fund received a donation of \$100 through GiveMN from Jidana James of Minneapolis.

RPS General Fund received a donation of \$736 through GiveMN from Katherine Kelly of Richfield.