

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, September 20, 2021
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. Start of School Update
 - 2. Community Feedback on ESSER III Funding
 - 3. Superintendent Goals
- IV. CONSENT AGENDA
 - A. Routine Matters
 - 1. Minutes of the regular meeting held September 7, 2021
 - 2. General Disbursements as of 9/14/21 in the amount of \$1,833,061.85
 - B. Personnel Items
- V. OLD BUSINESS
 - A. Policy 704 – Annual Audit
 - B. Policy 705 – Insurance
 - C. Policy 707 – Commission Sales: Vending Machines and School Pictures
 - D. Policy 901 – Community Education
- VI. NEW BUSINESS
 - A. Administrative Guideline 216.1 - Public Comment
 - B. Authorization for Board Members to Substitute/Be Employed on a Casual/Temporary Basis

C. Preliminary Levy Certification

D. Workers' Compensation Insurance Renewal

E. Collective Bargaining Agreement with Education Richfield for Years 2021-2022 and 2022-2023

F. RMS Change Order #24

G. Sheridan Hills Change Orders #25 & #26

H. Central Change Order #8

VII. ADVANCE PLANNING

A. Legislative Update

B. Information and Questions from Board

C. Future Meeting Dates

10-4-2021	7:00 p.m.	Regular Board Meeting
10-18-2021	7:00 p.m.	Regular Board Meeting - Public Comment

D. Suggested/Future Agenda Items

VIII. ADJOURN REGULAR MEETING

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

Agenda Item III.B.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, September 20, 2021

Subject: Superintendent Update

The superintendent shares information about the first weeks of school as well as his goals for the year. Members of the cabinet share information about the community feedback received regarding ESSER III funding.

Attached:

Start of School Presentation

Community Feedback on ESSER III Funding Presentation

Superintendent Goals Presentation

Enriching and accelerating learning



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First Weeks of School Update

Board Meeting 9/20/21

Enriqueciendo y acelerando el aprendizaje

- Case rates (7 day total new cases per 100k population)
 - Hennepin County: 226 (up from 165)
 - Richfield: 136 (down from 153)
- RPS confirmed cases: 3 in the last 14 days
- Vaccination rates for Richfield (at least one dose)
 - Ages 12-15: 77%
 - Ages 16-7: 64%
 - Ages 18-49: 81%

Overall Enrollment

- Elementary class sizes have been adjusted as needed
- Overall enrollment is above projections, but some of these students are enrolled in online learning with partner districts

School	Projection	Actual
Centennial	337	344
Sheridan Hills	393	370
RDLS	463	491
STEM	583	591
RMS	807	822
RHS	1,192	1,212
RCEP	77	54
Total	3,852	3,884



Enrollment in Online Learning

- Partner districts: MN Virtual Academy & Northern Star Online

School	Online Enrollment
Centennial	9
Sheridan Hills	4
RDLS	0
STEM	19
RMS	27
RHS	22
Total	81

Construction Updates

- Sheridan: All public spaces are complete, including the kitchen!
- Central: All public spaces are complete.
- RMS: All public spaces are complete, except the auditorium and Teen Tech Center.
- All other sites are substantially complete!



Join us September 25-October 1 for a

PARADE OF SCHOOLS

Richfield High School • Centennial Elementary School • Richfield Dual Language School • Richfield STEM Elementary
Sheridan Hills Elementary • Richfield Middle School • Central Education Center

More information: richfieldschools.org/parade-of-schools

Social Emotional Support Activities

During the first few weeks, all schools have prioritized:

- Community building
- School-wide expectations
- Relationship building
- Rituals and routines
- Welcoming every student by name



RHS began the school year with an alternative schedule for the first two days. This allowed extra time in AIRPods for advisors to use SEL and community building lessons to prioritize relationship development. The Spartan Crew student leadership group led team building and “get to know RHS” activities for the 9th and 10th graders.

Other Highlights

- All students are receiving free meals again this year.
- The RHS Varsity Football team won their home opener 35-14.
- RDLS hosted a Carnival and Bingo Night.
- The RHS Cross Country team hosted a 24-hour marathon fundraiser.
- The RPS Girls Tennis Team hosted their 100 Sets Match fundraiser.



Upcoming Events

- Homecoming Parade, September 25, 10 a.m.
- Parade of Schools
 - RHS, September 25, 11 a.m. – 1 p.m.
 - Centennial, RDLS, & STEM, September 27, 5:30 – 7:30 p.m.
 - RMS & Sheridan Hills, September 28, 5:30 – 7:30 p.m.
 - Central, October 1, 5:30 – 7 p.m.
- Early Childhood Family Education (ECFE) begins, September 29
- Homecoming Game, October 1, 7 p.m.
- Walk & Bike to School Day, October 6
- Conferences for grades 9-12, October 7, 4 – 8 p.m.

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Questions/Comments

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**Community Input on
ESSER III Funding**

September 20, 2021

Enriqueciendo y acelerando el aprendizaje



- Survey Participants
 - Parents/Guardians
 - Staff
 - Middle - High School Students (Administered to ALL)
- Schools
 - Open House - Paper (Spanish, Somali, English), QR Codes
 - AIRPod/Advisory Input Sessions
 - Committees

Survey Design



- Page 1 was demographic questions; Page 2 survey question
- 10 suggested priorities to rank in order - 1 being highest priority - 10 lowest priority
- Had to fully rank all 10 priorities in order to submit that question
- Some submissions included that filled out demographic information but did not complete the survey question.
- Option to leave a write-in comment.

Survey Participants

Opened Survey: 1,963 Individuals Completed Page 1: 1,898 Individuals

District Role: 780 parents/guardians, 726 students, 364 staff members, 28 other

Grade Level: 431 high schoolers, 288 middle schoolers

Race/Ethnicity:

Race/Ethnicity	Number of participants	Percentage of participants
American Indian/Alaskan Native	27	1%
Asian	70	4%
Black, not of Hispanic origin	141	7%
Hispanic/Latino	446	23%
Native Hawaiian or other Pacific Islander	3	<1%
Two or more races	173	9%
White	885	47%
Did not specify	153	8%

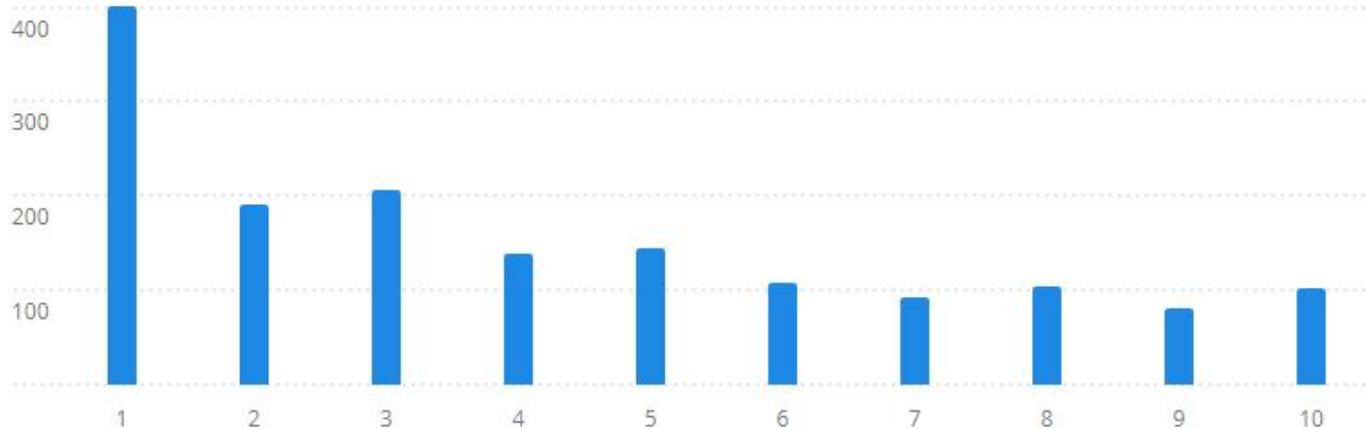
Suggested Priorities: Services/Programs for Physical & Mental Health



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401 individuals listed this as their #1 priority.

Provide services or programs to support the physical and mental health of students, families, and staff. 1,568 Responses



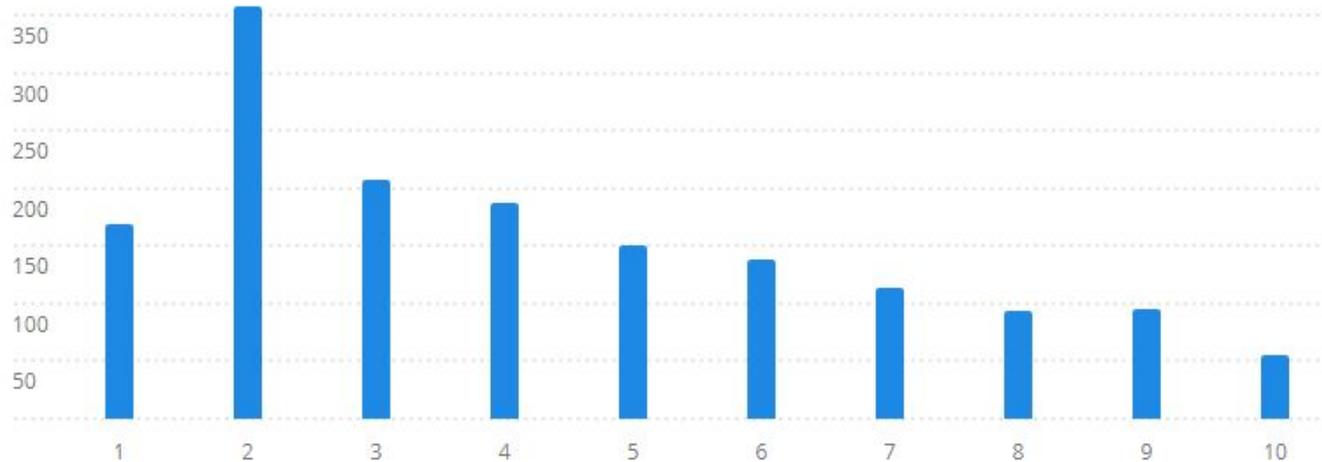
Suggested Priorities: Support for Student Social/Emotional Needs



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358 individuals listed this as their #2 priority.

Increase support for the social and emotional needs of students. 1,568 Responses



Suggested Priorities: Improve Communication/Support for MLL Families

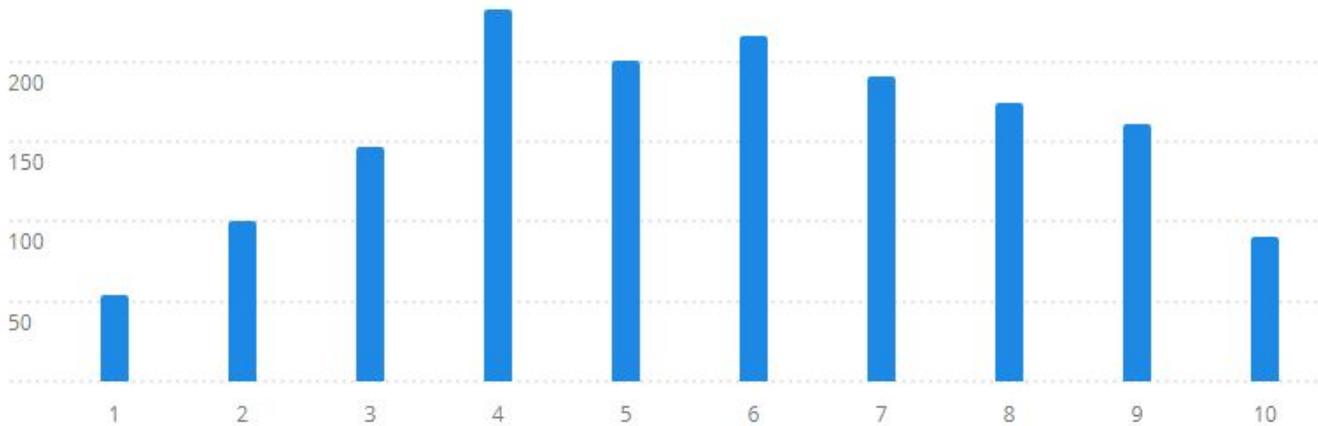


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650 individuals listed this as their #4, #5, or #6 priority.

Improve communication and support with families who speak a language other than English. 1,568

Responses



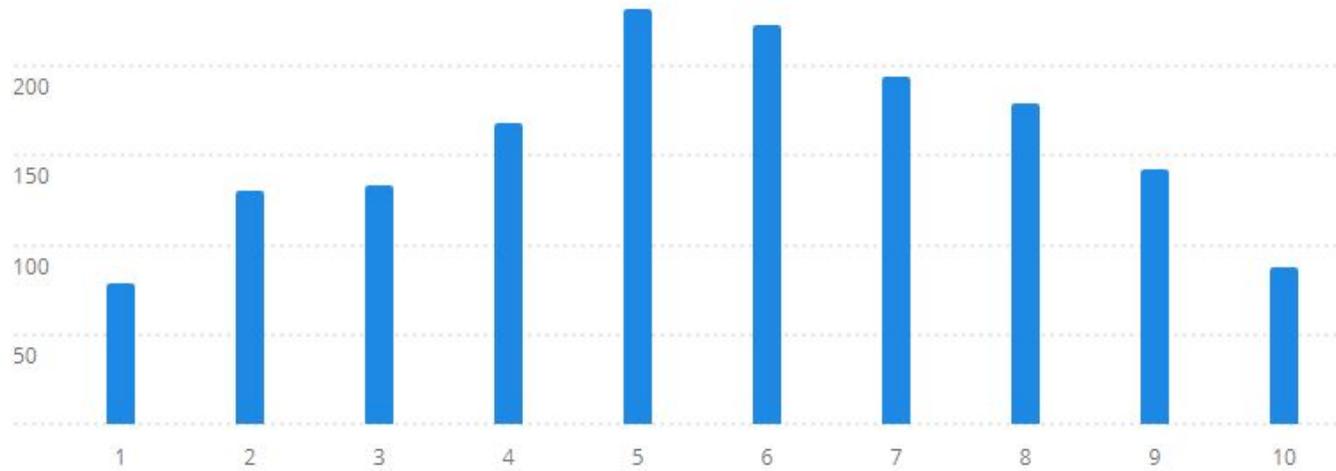
Suggested Priorities: Expanded Access to Tutoring



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455 individuals listed this as their #5 or #6 priority.

Expanded access to tutoring for students. 1,568 Responses



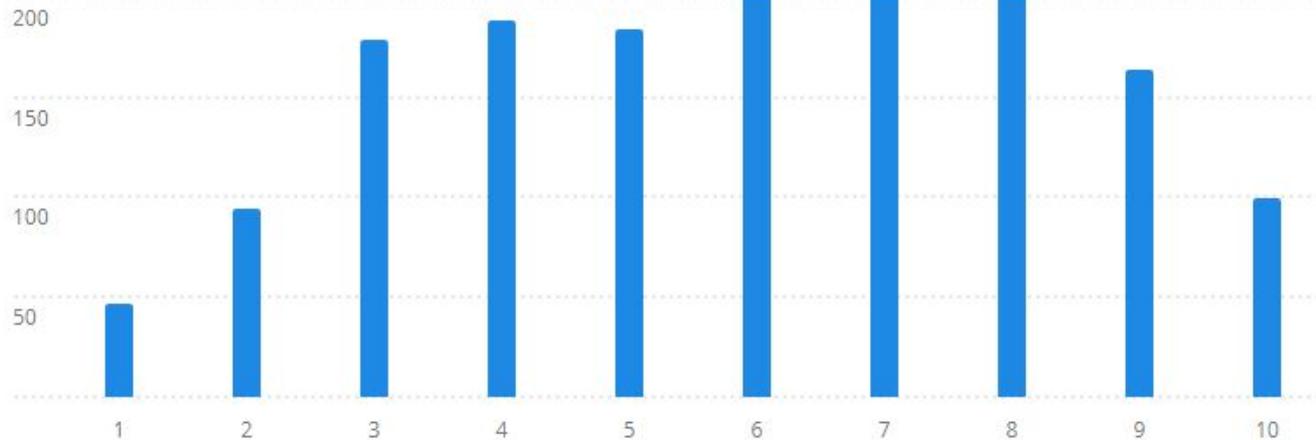
Suggested Priorities: Rebuild Connections Between Home and School



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613 individuals listed this as their #6, #7, or #8 priority.

Work to establish or rebuild connections between school and students/families. 1,568 Responses



Suggested Priorities: Smaller Class Sizes

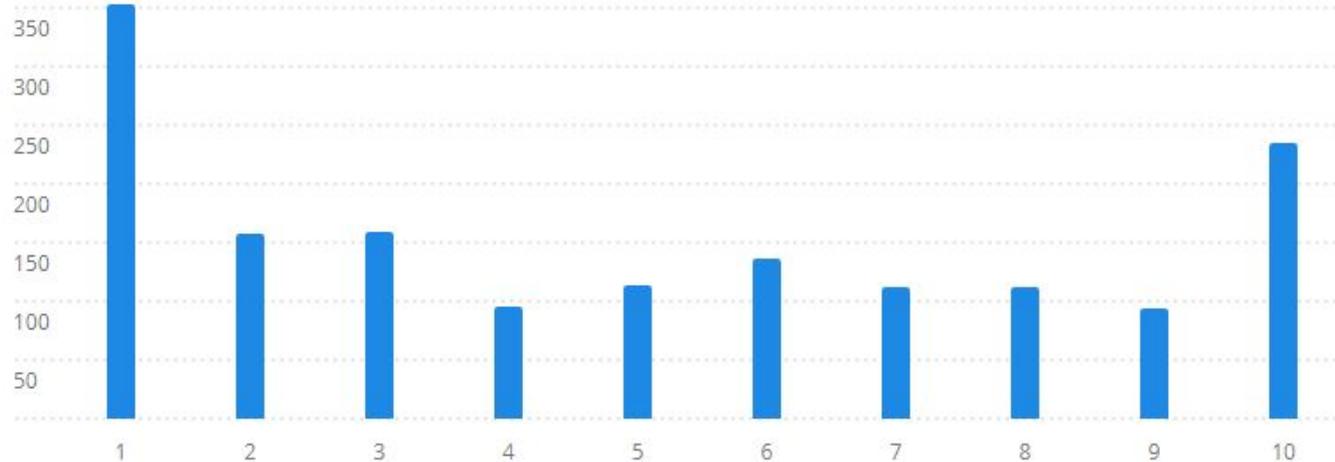


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353 individuals listed this as their #1 priority.

235 individuals listed this as their #10 priority.

Provide smaller class sizes. 1,568 Responses



Suggested Priorities: Access to Technology at Home



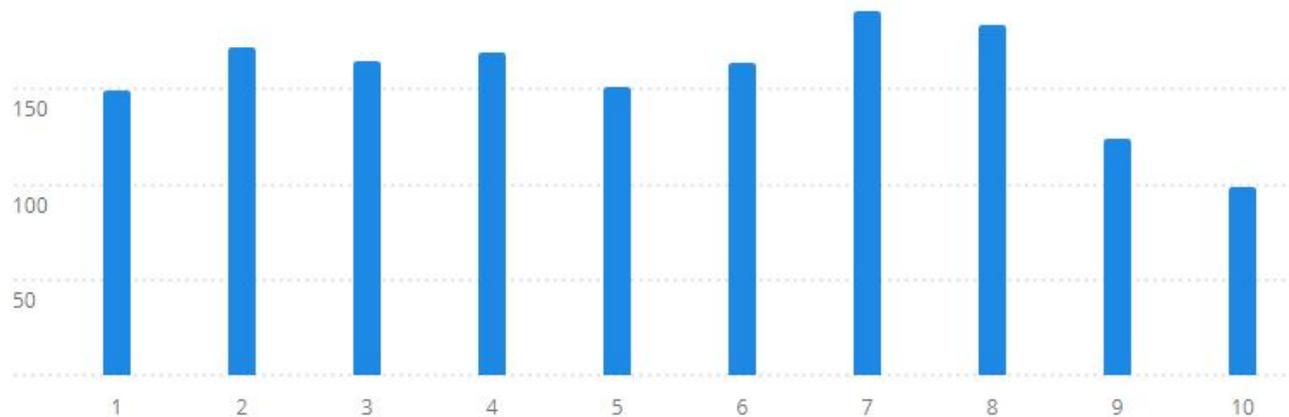
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191 individuals listed this as their #7 priority.

The least number of people ranked this as #9 or #10 priority. Split between the other options.

Ensure all students have access to computers and high-speed internet when not at school. 1,568

Responses



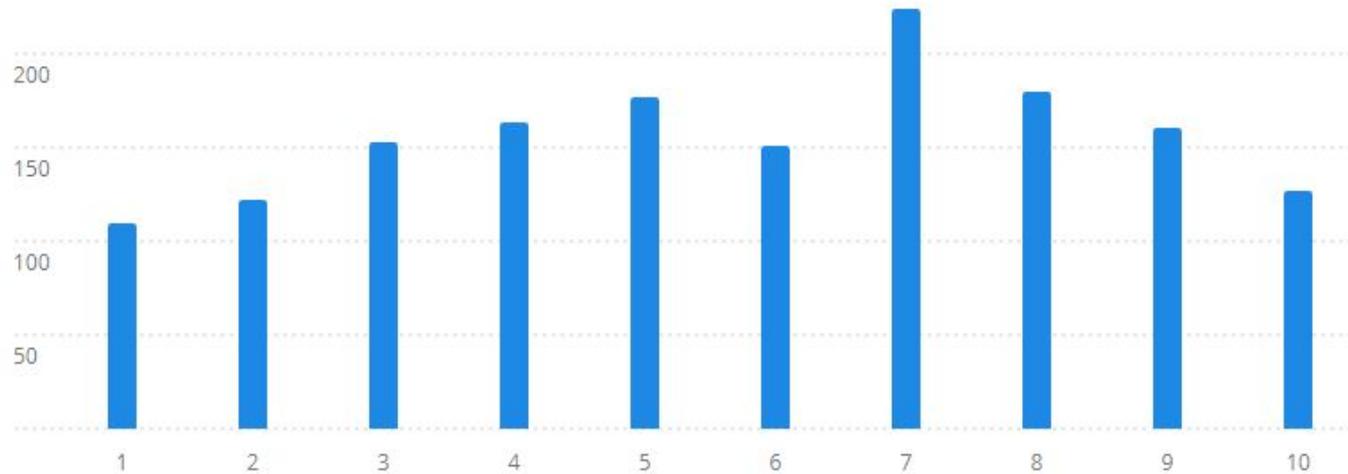
Suggested Priorities: Culturally Diverse Curriculum & Instruction



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224 individuals listed this as their #7 priority.

Provide a more culturally diverse curriculum and instruction. 1,568 Responses



Suggested Priorities: Opportunities Outside of the School Day

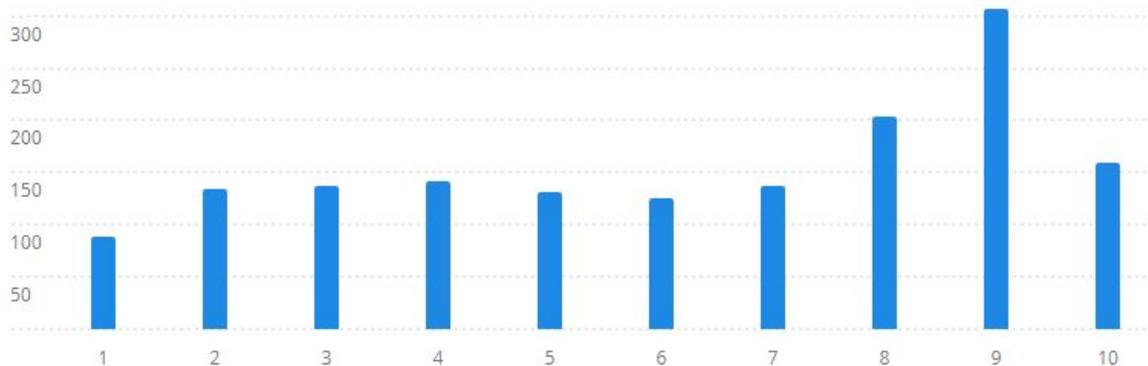


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307 individuals listed this as their #9 priority.

*Though a smaller number of individuals listed this as a top priority, many of those who did also wrote in a comment about the importance of this expansion.

Provide expanded learning opportunities outside of the school day (after school, before school, release days, etc.). 1,568 Responses



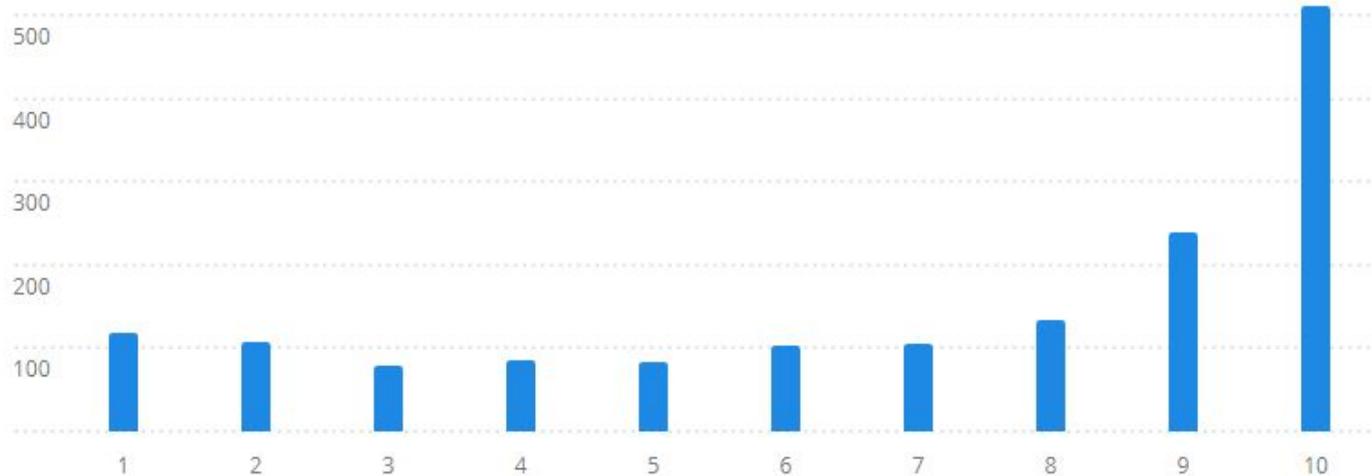
Suggested Priorities: Expand Transportation Services



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512 individuals listed this as their #10 priority.

Expand transportation services. 1,568 Responses



Suggested Priorities Summarized



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	Physical & Mental Health	Social & Emotional Support	Rebuild Home - School Connection	Communication with MLL families	Access to Tutoring	Smaller Class Sizes	Culturally diverse curriculum & instruction	Access to technology at home	Opportunities outside of school hours	Expand transportation services
High Priority Votes	797	735	320	302	342	670	385	486	361	306
Medium Priority Votes	482	590	781	841	817	457	715	675	537	377
Low Priority Votes	289	243	467	425	409	441	468	407	670	885

Most Prevalent Write-Ins (Not Already Included in Suggested Priorities)



- Meal & snack variety/options, including healthier and eco-friendly options (23)
- Music/Arts (14)
- Athletics (13)
- Additional intervention staff (10)
- Financial & other support for families (9)
- Special education (7)
- High-quality technology (7)
- Support for LGBTQ+ students (5)
- Field trips (5)
- Emotional support for staff (5)
- Professional development related to cultural norms, equity, de-escalation for staff (5)
- Books (4)
- Building cleaning (4)
- College & Career Readiness (4)

Differences Between District Roles



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Students (726 respondents):

- 182 individuals listed smaller class sizes as their #10 priority and only 64 as their #1 priority.

Parents/Guardians (780 respondents):

- 193 individuals listed improved communication for MLL families as their #8 or #9 priority.
- 165 individuals listed smaller class sizes as their #1 priority and only 36 as their #10 priority.
- 70 individuals listed access to technology at home as their #1 priority.

Staff (364 respondents):

- 119 individuals listed access to tutoring as their #8, #9, or #10 priority.
- 117 individuals listed smaller class sizes as their #1 priority, and only 16 as their #10 priority.

Differences Between Racial/Ethnic Groups



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Black, not of Hispanic origin (141 respondents):

- 32 individuals listed communication for MLL families as their #3 or #4 priority.
- 25 individuals listed smaller class sizes as their #10 priority, and only 10 as their #1 priority.
- 16 individuals listed culturally diverse curriculum & instruction as their #1 priority, and 18 as their #3 priority.

Hispanic/Latino (446 respondents):

- 89 individuals listed smaller class sizes as their #10 priority and only 44 as their #1 priority.

Two or more races (173 respondents):

- 26 individuals listed rebuilding connection between home and school as their #3 priority.

White (885 respondents):

- As the largest group that completed the survey, their responses are generally well reflected in the overall summaries.

Top Priorities by School - Sum of #1, 2, & 3 (Parents/Guardians Only)



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Centennial:

- 1) Tie between physical & mental health and social/emotional supports
- 2) Smaller class sizes

RDLS:

- 1) Smaller class sizes
- 2) Tie between physical & mental health and social/emotional supports

STEM, Sheridan Hills, and RMS all had the same top 3 rankings:

- 1) Smaller class sizes
- 2) Physical & mental health
- 3) Social/emotional support

RHS

- 1) Smaller class sizes
- 2) Access to technology at home
- 3) Physical & mental health

Conclusions



- There is general agreement that physical and mental health, along with social/emotional needs, should be highly prioritized.
- Overall, parents and staff members prioritize smaller class sizes, but students rank it much lower.
- Black and Latinx respondents gave smaller class sizes much less importance than other respondents did.
- Most respondents did not highly prioritize programming outside of the school day, but those who did feel passionate about needing more of it.
- Expanded transportation was generally not prioritized by respondents.
- The greatest number of write-in comments concerned more options for meals, additional funding for athletics and music/arts programming, and additional staffing for academic interventions.

Next Steps

Application and budget due October 1

Program priorities:

- Strong alignment with current programming/priorities
 - Physical and Mental Health, Social Emotional Needs, Class Size
- Other areas with smaller interest groups also need to be addressed
- Outside of traditional school day required to address “lost instructional time”
- Balancing expansion and sustainability
- Partner engagement

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Questions/Comments

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Superintendent Goals 2021-2022

September 20, 2021

First Draft

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2020-2021 Performance Evaluation Process

Student Achievement (35%): Specific data based on gains and performance of students

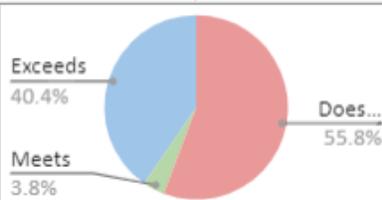
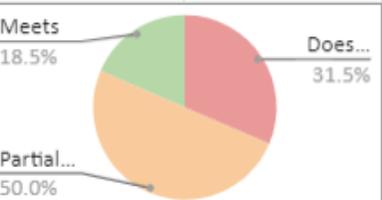
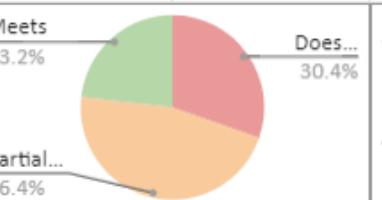
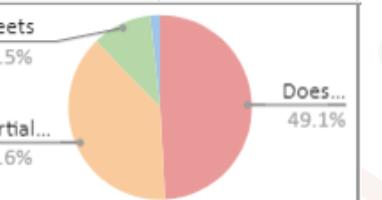
Process Goals (35%): Strategic Plan strategies and activities designed to improve our district

Individual Performance (30%): Board evaluation of superintendent

Achievement Measure: Common Formative Assessment Growth

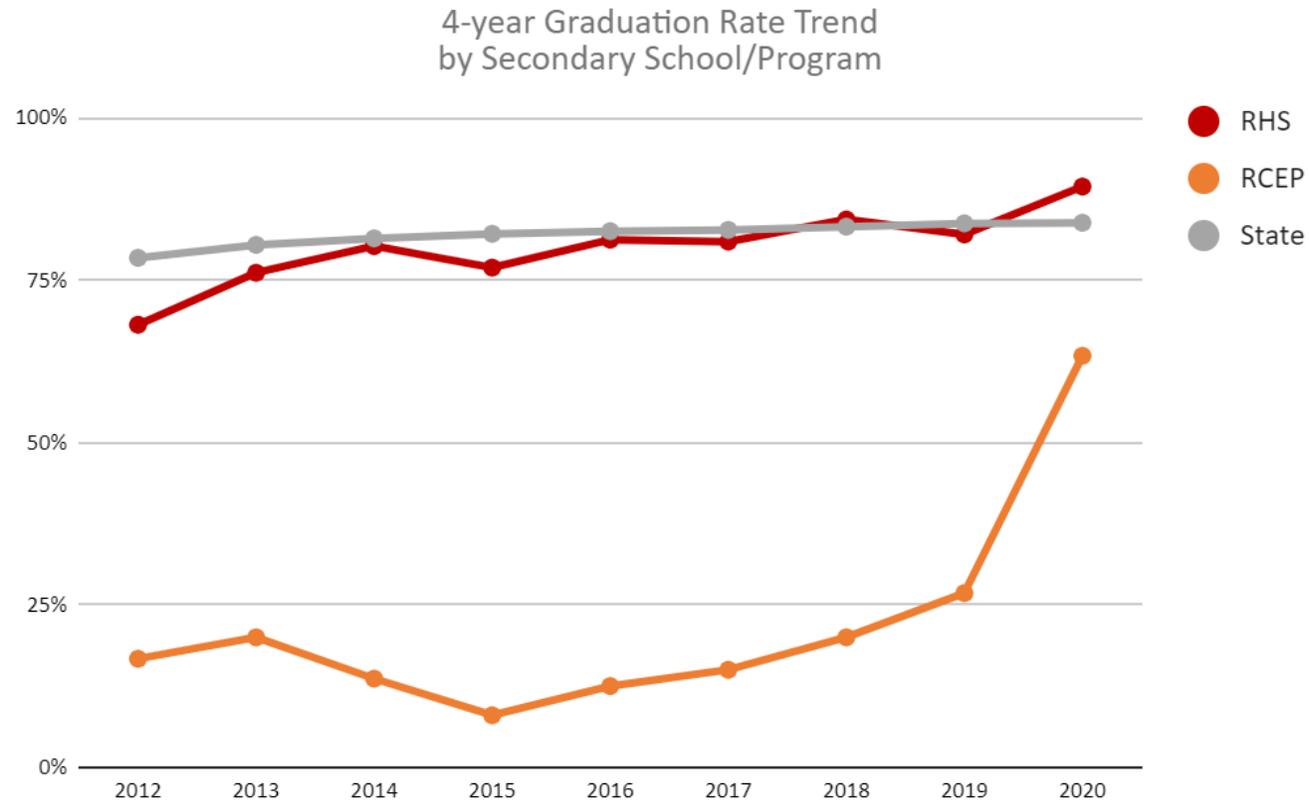
- Achievement growth at elementary level measured by assessments in the digital gradebook
- Establishment of common formative assessments at secondary level

	TC Benchmark Assessment		TC Unit 4 Post Assessment (1-16)		TC Unit 4 OD Opinion Writing Assessment: Development (0-16)		TC Unit 4 OD Opinion Writing Assessment: Structure (0-20)	
	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage
Does Not Yet Meet	29	55.77%	17	31.48%	17	30.36%	28	49.12%
Partially Meets	0	0.00%	27	50.00%	26	46.43%	22	38.60%
Meets	2	3.85%	10	18.52%	13	23.21%	6	10.53%
Exceeds	21	40.38%	0	0.00%	0	0.00%	1	1.75%
Total	52		54		56		57	

			
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Achievement Measure: Graduation Rate Growth

- Continued graduation rate growth



Achievement Measure: Closure of Achievement Gaps

- 2021 achievement on 8th grade MCA math test:
 - 67% of students who participated in the assessment were BIPOC, but only 40% of the students who scored proficient were BIPOC.
- 2021 achievement on 3rd grade MCA reading test:
 - 72% of the students who participated in the assessment were BIPOC, but only 52% of the students who scored proficient were BIPOC.

Process Goals

- Goal: Effectively Lead RPS Schools Through the Ongoing Pandemic
- Goal: Draft, Create and Communicate Vision Cards
- Goal: Oversee Substantial Completion of Construction Project on Time and within Overall Budget
- Goal: Complete, Launch and Communicate District Equity Guidelines to Accompany the Equity Policy
- Goal: Manage Continuing Transition to Standards-Based Grading District-Wide

Process Goal: Effectively Lead RPS Schools Through the Ongoing Pandemic

Measurement: Survey data

Progress:

- Worked through summer to create safe in-person learning plans, expand blended programming at RCEP, and offer online learning through partner districts

Process Goal: Draft, Create and Communicate Vision Cards

Measurement: Published Vision Cards with Updated Data

Progress:

- Published draft vision cards with baseline data on 7/7/21

Goal: Oversee Substantial Completion of Construction Project Remaining on Time and within Overall Budget

Measurement: Substantial Completion of Projects According to Timeline and Budget

Progress:

- Construction complete at Centennial, RDLS, RSTEM, and RHS
- Construction 90-95% complete at Sheridan Hills, RMS, and Central
- Currently on time and within overall budget

Goal: Complete, Launch and Communicate District Equity Guidelines to Accompany Equity Policy

Measurement: Published Equity Guidelines

Progress:

- Equity Policy approved by board on 4/19/2021
- Part one of Equity Guidelines has been drafted and is currently being reviewed by Safe & Supportive Schools, Leadership Team members, and staff

Goal: Manage Continuing Transition to Standards-Based Grading District-Wide

Measurement: Appropriate progress in development between Director of Secondary Education and teacher leadership teams

Progress:

- Launch of digital gradebook at elementary level for Trimester 2 of the 20-21 year
- Professional development for all teachers before the start of the 21-22 year

Individual Performance

Evaluation occurs yearly in spring/summer:

- Data from Parent and Staff Surveys
- Feedback from Direct Reports
- Feedback from Board Members
- Board Member Closed Session and Evaluative Process

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Questions/Comments

Enriqueciendo y acelerando el aprendizaje

**P-CARD,CHECK RUNS, E-PAYS & WIRES FOR
09/07/2021 BOARD REPORTS**

BANK 05	DATE	AMOUNT
E-Pays	8/12/2021	436.74
Checks	8/12/2021	71,710.06
	8/19/2021	355,547.09
	8/20/2021	13,500.00
	8/26/2021	28,642.19
	8/27/2021	2,861,688.91

CHECK REGISTER BANK 05 TOTAL =	3,331,524.99
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BREAKDOWN

01-206-00	582,992.69
02-206-00	95.67
03-206-00	1,820.56
04-206-00	21,196.42
06-206-00	2,719,115.65
07-206-00	-
18-206-00	6,000.00
20-206-00	206.72
21-206-00	97.28
47-206-00	-

BANK TOTAL =	3,331,524.99
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FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	302037	08/12/21	AMPLIFIED IT LLC	R	13970.00
01	302038	08/12/21	BLUE CROSS BLUE SHIELD O	R	2263.50
01	302039	08/12/21	BRAINPOP LLC	R	10620.00
01	302040	08/12/21	BSN SPORTS, LLC	R	696.25
01	302041	08/12/21	CEDAR SMALL ENGINE	R	90.14
01	302042	08/12/21	CINTAS CORPORATION NO 2	R	104.34
01	302043	08/12/21	COMCAST BUSINESS	R	529.74
01	302044	08/12/21	CULLIGAN SOFT WATER	R	9.50
01	302045	08/12/21	DICKS LAKEVILLE SANITATI	R	5956.23
01	302046	08/12/21	EDUCATORS BENEFIT CONSUL	R	432.97
01	302047	08/12/21	FASTENAL INDUSTRIAL	R	750.79
01	302048	08/12/21	WW GRAINGER INC	R	271.23
01	302049	08/12/21	HILLYARD	R	1809.97
01	302050	08/12/21	HOGLUND BUS CO INC	R	1295.00
01	302051	08/12/21	HOPE CHURCH	R	14413.77
01	302052	08/12/21	LANGUAGE LINE SERVICE	R	125.32
01	302053	08/12/21	MACKIN BOOK COMPANY	R	993.23
01	302054	08/12/21	METRO TRANSIT	R	300.00
01	302055	08/12/21	ALBIN ACQUISITION CORP	R	40.50
01	302056	08/12/21	ON SITE SANITATION	R	55.30
01	302057	08/12/21	SCHOLASTIC INC	R	181.50
01	302058	08/12/21	SCREENCASTIFY, LLC	R	8750.00
01	302059	08/12/21	SHERWIN WILLIAMS CO	R	159.20
01	302060	08/12/21	SITEONE LANDSCAPE SUPPLY	R	246.83
01	302061	08/12/21	SMARTSENSE BY DIGI	R	330.00
01	302062	08/12/21	TERREL'S TOOLBOX LLC	R	85.95
01	302063	08/12/21	TRUGREEN LIMITED PARTNER	R	4922.40
01	302064	08/12/21	TWIN CITY HARDWARE	R	318.85
01	302065	08/12/21	WRAP CITY GRAPHICS, INC.	R	1945.00
01	302066	08/12/21	XCEL ENERGY	R	42.55
01	V611098	08/12/21	DAVID H BIPES	R	45.10
01	V611099	08/12/21	SARAH M EGBERG	R	191.84
01	V611100	08/12/21	MELISSA M HUSABY	R	11.67
01	V611101	08/12/21	MICHAEL A MANNING	R	84.00
01	V611102	08/12/21	ROWDA A MOALLIN	R	40.95
01	V611103	08/12/21	REBECCA S WALD	R	63.18
01	302068	08/19/21	BUSINESS ESSENTIALS	R	12240.00
01	302069	08/19/21	HR SIMPLIFIED INC.	R	608.00
01	302070	08/19/21	HUDL	R	6399.00
01	302071	08/19/21	LOFFLER	R	1225.09
01	302072	08/19/21	MACMILLAN HOLDINGS	R	12546.07
01	302073	08/19/21	METRO TRANSIT	R	630.50
01	302074	08/19/21	MPS	R	10.93
01	302075	08/19/21	PITNEY BOWES	R	113.04
01	302076	08/19/21	PTM DOCUMENT SYSTEMS	R	743.39
01	302077	08/19/21	TAFFE SARAH ANN	R	8492.23
01	302078	08/19/21	TRAFERA HOLDINGS, INC.	R	88770.00
01	302079	08/19/21	TWIN CITIES DISTRICT FOO	R	100.00
01	302080	08/19/21	UNITED HEALTHCARE INSURA	R	503.63

01	302081	08/19/21	UNITED HEALTHCARE/AARP M	R	88.70
01	302082	08/19/21	UNITED HEARTHCARE /AARP	R	88.70
01	302083	08/19/21	VOSS ELECTRIC CO	R	237.90
01	302084	08/19/21	TREMCO/WEATHERPROOFING T	R	221789.91
01	302085	08/19/21	WILLIAM V MACGILL & CO	R	960.00
01	302086	08/20/21	AUGSBURG COLLEGE	R	1000.00
01	302087	08/20/21	COLORADO STATE UNIVERSIT	R	1000.00
01	302088	08/20/21	DRAKE UNIVERSITY	R	1000.00
01	302089	08/20/21	FINLANDIA UNIVERSITY	R	500.00
01	302090	08/20/21	MANKATO STATE UNIVERSITY	R	1000.00
01	302091	08/20/21	NORMANDALE COMMUNITY COL	R	2000.00
01	302092	08/20/21	UNIVERISTY OF COLORADO B	R	1500.00
01	302093	08/20/21	UNIVERSITY OF MINNESOTA	R	3000.00
01	302094	08/20/21	UNIVERSITY OF NOTRE DAME	R	2500.00
01	302095	08/26/21	ICS CONSULTING, INC.	R	2500.00
01	302096	08/26/21	TERRAZZO DESIGNS	R	6250.00
01	302097	08/26/21	WOLD ARCHITECTS AND ENGI	R	19892.19
01	302098	08/27/21	ALL FURNITURE INC	R	2000.00
01	302099	08/27/21	BLOOMINGTON COMMUNITY ED	R	780.00
01	302100	08/27/21	BRAUN INTERTEC CORP	R	2800.50
01	302101	08/27/21	CORVAL CONSTRUCTION	R	978301.81
01	302102	08/27/21	DENNIS ENVIRONMENTAL OPE	R	81700.00
01	302103	08/27/21	ICS CONSULTING, INC.	R	62365.52
01	302104	08/27/21	INSTITUTE FOR ENVIROMENT	R	42922.97
01	302105	08/27/21	ROCHON CORPORATION MINNE	R	594500.82
01	302106	08/27/21	SHAW-LUNDQUIST ASSOCIATE	R	965370.91
01	302107	08/27/21	TITAN ENVIROMENTAL, INC.	R	56430.00
01	302108	08/27/21	WOLD ARCHITECTS AND ENGI	R	36300.93
01	302109	08/27/21	CITY OF RICHFIELD	R	1144.38
01	302110	08/27/21	COMCAST	R	269.32
01	302111	08/27/21	INSTITUTE FOR ENVIROMENT	R	7100.00
01	302112	08/27/21	MADISON NATIONAL LIFE IN	R	7971.61
	302113	08/27/21	MESSERLI & KRAMER		853.26
	302114	08/27/21	NYSTROM PUBLISHING		12914.40
	302115	08/27/21	SCHOOL SERVICE EMPLOYEES		3993.83
	302116	08/27/21	UNITED STATES TREASURER		230.00
	302117	08/27/21	VSP VISION SERVICE PLAN		3190.05
	302118	08/27/21	XCEL ENERGY		548.60

3,331,524.99

SUPERINTENDENT'S REPORT AND AGENDA

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

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

Tuesday, September 7, 2021
7:00 p.m. School Board Meeting

I. CALL TO ORDER

The regular meeting of the Board of Education of ISD 280, Hennepin County, Richfield, Minnesota was held on Tuesday, September 7, 2021 in the boardroom at the Richfield Public Schools district office. Chair Timothy Pollis called the Regular Board Meeting to order at 7:01 p.m. with the following school board members in attendance: Brakke, Maleck, Smisek and Toensing. Cole was not able to attend.

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

II. REVIEW AND APPROVAL OF THE AGENDA

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

III. INFORMATION AND PROPOSALS -- NON-ACTION ITEMS

- A. Superintendent Update
 - 1. Summer School Summary
 - 2. Back-to-School Presentation
 - 3. Board Self-Evaluation

IV. CONSENT AGENDA

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

- A. Routine Matters
 - 1. Minutes of the regular meeting held August 16, 2021
 - 2. General Disbursements as of 8/27/21 in the amount of \$3,331,524.99
 - 3. Investment Holdings
- B. Personnel Items

Certified Continuing Contract

Bonnie Mueller – Language Arts Teacher – Richfield High School

Morgan Steele - French Teacher - Richfield High School

Vanessa Kresbach – Reading Intervention – Richfield STEM School

Certified Full Time Positions for Employment – 1st Year Probation

Miguel Lima – Spanish Social Studies Teacher – Richfield Middle School
Josephine Roll – Special Education Teacher – Richfield Middle School
Benjamin Powers - Social Studies Teacher – Richfield High School
Michelle Whiteside – Licensed School Nurse – Richfield Middle School
Jordan DeGidio – Science Teacher – Richfield High School
Sarah Jensen-Bivens – Science Teacher – Richfield High School
Jason Boie – Elementary School Teacher – Sheridan Hills Elementary School
Jenelle Bullen – Early Childhood Coordinator – District Wide

Certified Full Time Position for Employment – 3rd Year Probation

Jennifer Behnke – Reading Specialist – Richfield High School
Sarah Olson - Special Education Teacher – Richfield High School
Chad Armbruster – Band Teacher – Richfield High School

Certified Part Time Position for Employment – 3rd Year Probation

Mary Tschida – Reading Teacher – Blessed Trinity
Elizabeth Sundal – Math/Reading Interventionist - Sheridan

Certified Full Time Position for Employment – Temporary Contract

Lauren Marniello – Science Teacher – Richfield Middle School

Certified Full Time Resignation

Margaret Cosgrove – French Teacher – Richfield High School

Classified Full Time Position For Employment – Classified Management

Idolina Quintanilla - 40 hr/wk - HR Coordinator - District Offices
Effective 8/10/2021

Classified Part Time Position For Employment – Paraprofessional

Mary Zetzman - 16.65 hr/wk - Managerial Para - RDLS
Effective 9/6/2021
Rebekah Polland 32.5 hr/wk - SPED Para - RDLS
Effective 9/6/2021
Emerson Martin – 35 hr/wk Sped Para – Richfield STEM
Effective 9/6/2021
Megan Weibel – 30 hr/wk – Sped Para – Sheridan Hills
Effective 9/6/2021
Ryan Alaimo – 35 hr/wk – Instructional Para – RSTEM/Central
Effective 9/6/2021
Benjamin Gaddis – 35 hr/wk – Sped Para – Richfield STEM
Effective 9/6/2021
Whitney Chase – 36.25 hr/wk – Sped Para – Richfield High School
Effective 9/6/2021
Marcus Williams – 31.64 hr/wk – Sped Para - Richfield High School
Effective 9/6/2021
Sarah Lund – 35 hr/wk - Instructional Para – Central/DW

Effective 8/30/2021

Classified Part Time Position For Employment – Food & Nutrition Services

Gloria Englund - 20 hr/wk - Kitchen Assistant - RMS

Effective 9/6/2021

Israel Rubio Segura - 25 hr/wk, Kitchen Assistant RHS

Effective 9/6/2021

Iris Hernandez - 20 hr/wk - Kitchen Assistant - RDLS

Effective Date 9/6/2021

Jodi Karels – 20 hr/wk – Kitchen Assistant – Richfield STEM

Effective 9/6/2021

Classified Full Time Resignation – Paraprofessional

Keiry Juarez – 40 hr/wk - Clerical Para - Richfield High School

Effective 8/17/2021

Jada Gardner – 40 hr/wk – Instructional Para – Richfield Middle School

Effective 8/23/2021

Classified Full Time Resignation - Food & Nutrition Services

Vanessa Medley - 40 hr/wk - Production Cook – Richfield Middle School

Effective 8/16/2021

Classified Part Time Resignation - Food & Nutrition Services

Ahn Tran –20 hr/wk – Kitchen Assistant – Richfield High School

Effective 8/20/2021

Classified Full Time Time Resignation – Outreach Worker

Jacqueline Farrell - 32hr/wk - Outreach Worker – Centennial Elementary

Effective 8/23/2021

V. NEW BUSINESS

- A. Policy 704: Annual Audit - first read
- B. Policy 705: Insurance - first read
- C. Policy 707: Commission Sales: Vending Machines and School Pictures - first read
- D. Policy 455: Reserve Teacher Pay Scale - single read

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

- E. Resolution Stating the Intention of the School Board to Issue General Obligation Refunding Bonds

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

~~F. Authorization for Board Members to Substitute/Be Employed on a Casual/Temporary Basis~~

G. RHS Facade Project Change Order #1

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

H. Resolution for Membership in the Minnesota State High School League

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

I. Donations

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

VII. ADVANCE PLANNING

A. Legislative Update

B. Information and Questions from Board

C. Future Meeting Dates

9-20-2021	7:00 p.m.	Regular Board Meeting - Public Comment
10-4-2021	7:00 p.m.	Regular Board Meeting

D. Suggested/Future Agenda Items

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

Motion by Brakke, seconded by Toensing, and unanimously carried, the Board of Education moved into closed session at 8:09 p.m. Attending the closed session were Brakke, Maleck, Pollis, Smisek and Toensing with Superintendent Unowsky and Chief HR & Admin Officer Holje.

IX. REOPEN MEETING

Motion by Toensing, seconded by Maleck, and unanimously carried, the Board of Education moved into open session at 8:37 p.m. with the following school board members in attendance: Brakke, Maleck, Pollis, Smisek and Toensing.

ADJOURN REGULAR MEETING

Chair Pollis adjourned the meeting at 8:29 p.m.

CHECKS & E-PAYS FOR 09/20/2021 BOARD REPORTS

BANK 05	DATE	AMOUNT
E-Pays	9/2/2021	3,850.19
	9/10/2021	2,190.82
Checks	9/2/2021	561,729.71
	9/7/2021	367,963.27
	9/9/2021	15,450.47
	9/14/2021	881,877.39

CHECK REGISTER BANK 05 TOTAL =	1,833,061.85
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BREAKDOWN

01-206-00	1,571,246.71
02-206-00	75,492.81
03-206-00	53,195.18
04-206-00	74,919.65
06-206-00	53,470.00
07-206-00	-
18-206-00	-
20-206-00	3,221.50
21-206-00	1,516.00
47-206-00	-

BANK TOTAL =	1,833,061.85
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FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	302119	09/02/2021	AQUA ENGINEERING INC	R	739.00
01	302120	09/02/2021	BEN FRANKLIN ELECTRIC INC	R	1,141.00
01	302121	09/02/2021	CENTURYLINK	R	142.00
01	302122	09/02/2021	CEP ART & DESIGN	R	1,071.00
01	302123	09/02/2021	COMCAST	R	244.74
01	302124	09/02/2021	DELEGARD TOOL COMPANY	R	28.86
01	302125	09/02/2021	FASTENAL INDUSTRIAL	R	66.65
01	302126	09/02/2021	WW GRAINGER INC	R	49.07
01	302127	09/02/2021	HOUSE OF PRINT	R	3,435.68
01	302128	09/02/2021	INSTITUTE FOR ENVIROMENTAL	R	18,423.48
01	302129	09/02/2021	KIDCREATE STUDIO	R	1,300.00
01	302130	09/02/2021	KREMER SERVICES LLC	R	763.43
01	302131	09/02/2021	LERN	R	395.00
01	302132	09/02/2021	MCCARTHY WELL COMPANY	R	1,177.50
01	302133	09/02/2021	MINUTEMAN PRESS OF RICHFIELD	R	534.63
01	302134	09/02/2021	PAINTERS GEAR	R	412.88
01	302135	09/02/2021	SCHUMACHER ELEVATOR COMPANY	R	577.50
01	302136	09/02/2021	SFM	R	409,798.00
01	302137	09/02/2021	SNAPOLOGY OF MINNEAPOLIS	R	3,480.00
01	302138	09/02/2021	TOLL COMPANY	R	48.12
01	302139	09/02/2021	UHL COMPANY INC	R	41,435.00
01	302140	09/02/2021	VALLEY SPEECH LANG & LEARN CENTER	R	766.70
01	302141	09/02/2021	VERIZON WIRELESS	R	480.17
01	302142	09/02/2021	XCEL ENERGY	R	75,219.30
01	V611104	09/02/2021	ERICA T BARLOW	R	70.00
01	V611105	09/02/2021	MIRIAM A CASTRO SANJUAN	R	40.00
01	V611106	09/02/2021	MARY L CLARKSON	R	70.00
01	V611107	09/02/2021	LATANYA R DANIELS	R	70.00
01	V611108	09/02/2021	GEORGE A DENNIS	R	35.00
01	V611109	09/02/2021	MEGAN M STECHER	R	70.00
01	V611110	09/02/2021	JARED ELLERSON	R	70.00
01	V611111	09/02/2021	PETER J FITZPATRICK	R	40.00
01	V611112	09/02/2021	STEVEN T FLUCAS	R	70.00
01	V611113	09/02/2021	MICHAEL L FRANKENBERG	R	70.00
01	V611114	09/02/2021	DAVID A FREEBURG	R	70.00
01	V611115	09/02/2021	RACHEL GENS	R	70.00
01	V611116	09/02/2021	AREND J GEURINK	R	70.00
01	V611117	09/02/2021	JAMES A GILLIGAN	R	70.00
01	V611118	09/02/2021	CHRISTINA M GONZALEZ	R	70.00
01	V611119	09/02/2021	KYLE L GUSTAFSON	R	40.00
01	V611120	09/02/2021	KEVIN D HARRIS	R	40.00
01	V611121	09/02/2021	JAMES L HILL	R	40.00
01	V611122	09/02/2021	JESSICA M HOFFMAN	R	40.00
01	V611123	09/02/2021	CRAIG D HOLJE	R	70.00
01	V611124	09/02/2021	MELISSA M HUSABY	R	57.41
01	V611125	09/02/2021	RANDY K JOHNSON	R	30.00
01	V611126	09/02/2021	JANICE JORENBY	R	70.00
01	V611127	09/02/2021	CORY J KLINGE	R	70.00
01	V611128	09/02/2021	DANIEL E KRETSINGER	R	70.00

01	V611129	09/02/2021	ANOOP KUMAR	R	40.00
01	V611130	09/02/2021	SHANNON J LINDBERG	R	40.00
01	V611131	09/02/2021	JOHN M LORENZINI	R	70.00
01	V611132	09/02/2021	COLLEEN M MAHONEY	R	70.00
01	V611133	09/02/2021	MICHAEL A MANNING	R	70.00
01	V611134	09/02/2021	DANIEL P MCGINN	R	40.00
01	V611135	09/02/2021	DOUG R MCMEEKIN	R	70.00
01	V611136	09/02/2021	CAROLE R MCNAUGHTON-COMMERS	R	70.00
01	V611137	09/02/2021	KENT D MEYER	R	70.00
01	V611138	09/02/2021	ALECIA M MOBLEY	R	70.00
01	V611139	09/02/2021	ERIN H NEILON	R	40.00
01	V611140	09/02/2021	ROBERT G OLSON	R	40.00
01	V611141	09/02/2021	LAURA B OTTERNESS	R	70.00
01	V611142	09/02/2021	MARK S PEDERSEN	R	40.00
01	V611143	09/02/2021	DENNIS E PETERSON	R	35.00
01	V611144	09/02/2021	CASSANDRA QUAM	R	70.00
01	V611145	09/02/2021	RENEE C REED-KARSTENS	R	40.00
01	V611146	09/02/2021	CHRISTINA G RHOADES	R	36.07
01	V611147	09/02/2021	KEITH D RIEF	R	40.00
01	V611148	09/02/2021	TERESA L ROSEN	R	70.00
01	V611149	09/02/2021	MAUREEN E RUHLAND	R	104.25
01	V611150	09/02/2021	TIMECKA MARIE SANCHEZ-MICHAELS	R	70.00
01	V611151	09/02/2021	ASHLEY SCHAEFER	R	70.00
01	V611152	09/02/2021	MARTA I SHAHSAVAND	R	70.00
01	V611153	09/02/2021	NANCY J STACHEL	R	70.00
01	V611154	09/02/2021	PATRICK M SURE	R	40.00
01	V611155	09/02/2021	STACY THEIEN-COLLINS	R	70.00
01	V611156	09/02/2021	VLADIMIR S TOLEDO	R	40.00
01	V611157	09/02/2021	IAN D TOLENTINO	R	40.00
01	V611158	09/02/2021	STEVEN P UNOWSKY	R	270.00
01	V611159	09/02/2021	STEPHEN C URBANSKI	R	40.00
01	V611160	09/02/2021	CARRIE A VALA	R	70.00
01	V611161	09/02/2021	JENNIFER K VALLEY	R	70.00
01	V611162	09/02/2021	RYAN WAGNER	R	40.00
01	V611163	09/02/2021	REBECCA S WALD	R	40.00
01	V611164	09/02/2021	KASYA L WILLHITE	R	99.48
01	V611165	09/02/2021	MELISSA J WILLIAMS	R	2.98
01	V611166	09/02/2021	AMY J WINTER AHSENMACHER	R	70.00
01	302143	09/07/2021	APPRIZE TECHNOLOGY	R	300.00
01	302144	09/07/2021	ARVIG ENTERPRISES INC	R	1,107.90
01	302145	09/07/2021	BEST BUY BUSINESS ADVANTAGE	R	4,883.84
01	302146	09/07/2021	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	8,360.00
01	302147	09/07/2021	CANON USA	R	4,166.53
01	302148	09/07/2021	CATALYST BUYING GROUP LLC	R	2,139.99
01	302149	09/07/2021	CEL PUBLIC RELATIONS, INC.	R	3,137.00
01	302150	09/07/2021	CENTURYLINK	R	71.00
01	302151	09/07/2021	DARK KNIGHT SOLUTIONS, LLC	R	700.00
01	302152	09/07/2021	DIGITAL INSURANCE LLC	R	3,607.00
01	302153	09/07/2021	ECM PUBLISHERS INC	R	144.95
01	302154	09/07/2021	FURTHER	R	5,868.00

01	302155	09/07/2021	GROUP MEDICAREBLUE RX	R	6,795.00
01	302156	09/07/2021	HUBERT COMPANY, LLC	R	338.73
01	302157	09/07/2021	IDEAL ENERGIES LLC	R	992.09
01	302158	09/07/2021	INNOVATIVE OFFICE SOLUTIONS LLC	R	239.38
01	302159	09/07/2021	KAJEET, INC.	R	92,110.98
01	302160	09/07/2021	LEROY'S GREAT BEAR	R	26.50
01	302161	09/07/2021	MACKIN BOOK COMPANY	R	126.32
01	302162	09/07/2021	MATRIX COMMUNICATIONS INC	R	1,995.26
01	302163	09/07/2021	MCGRAW-HILL EDUCATION, INC.	R	1,959.74
01	302164	09/07/2021	MINUTEMAN PRESS OF RICHFIELD	R	1,140.30
01	302165	09/07/2021	NSPRA NATIONAL SEMINAR	R	295.00
01	302166	09/07/2021	PAN O GOLD BAKING CO	R	82.00
01	302167	09/07/2021	PLASTIC BAGMART	R	629.50
01	302168	09/07/2021	PREMIUM WATERS INC	R	28.00
01	302169	09/07/2021	RUPP ANDERSON SQUIRES & WALDSPURGER	R	3,233.50
01	302170	09/07/2021	RYAN JEANNIE M	R	642.91
01	302171	09/07/2021	SCHOLASTIC INC	R	14.21
01	302172	09/07/2021	SNDM	R	100.00
01	302173	09/07/2021	TRIO SUPPLY COMPANY	R	149.78
01	302174	09/07/2021	UHL COMPANY INC	R	5,950.00
01	302175	09/07/2021	UPPER LAKES FOODS	R	5,406.01
01	302176	09/07/2021	VEHICLE SERVICE GROUP LLC	R	174,412.81
01	302177	09/07/2021	VIG SOLUTIONS INC	R	1,139.00
01	302178	09/07/2021	VISTA HIGHER LEARNING	R	18,458.40
01	302179	09/07/2021	VIVACITY TECH PBC	R	8,960.00
01	302180	09/07/2021	XCEL ENERGY	R	8,251.64
01	302181	09/09/2021	ALLIED PROFESSIONALS, INC.	R	1,198.50
01	302182	09/09/2021	CEP ART & DESIGN	R	40.50
01	302183	09/09/2021	EASYPERMIT POSTAGE	R	1,803.75
01	302184	09/09/2021	METRO ECSU	R	60.00
01	302185	09/09/2021	NEW LIFE ENTERPRISE	R	352.00
01	302186	09/09/2021	PITNEY BOWES	R	72.67
01	302187	09/09/2021	PITNEY BOWES GLOBAL FINANCIAL SVC	R	1,104.42
01	302188	09/09/2021	TAFFE SARAH ANN	R	8,492.23
01	302189	09/09/2021	VERNON COMPANY	R	379.50
01	V611167	09/09/2021	SARAH J JESPERSON	R	189.08
01	V611168	09/09/2021	CHELSEA M JOHNSON	R	1,757.82
01	V611169	09/10/2021	LEAH C WHEELER	R	2,190.82
01	302190	09/14/2021	A.J. MOORE ELECTRIC, INC.	R	3,732.45
01	302191	09/14/2021	ALL STATE COMMUNICATIONS INC	R	85,268.00
01	302192	09/14/2021	ALLIANCE INTERPRETING SERVICES	R	185.00
01	302193	09/14/2021	ANNIKA OLSON	R	574.00
01	302194	09/14/2021	APADANA LLC	R	2,550.00
01	302195	09/14/2021	ARACELI AGUILAR	R	25.00
01	302196	09/14/2021	AUTO ELECTRIC OF BLOOMINGTON INC	R	309.95
01	302197	09/14/2021	BEST BUY BUSINESS ADVANTAGE	R	45,992.40
01	302198	09/14/2021	BIX FRUIT COMPANY	R	2,826.50
01	302199	09/14/2021	BOOKSOURCE	R	2,042.20
01	302200	09/14/2021	BRAMBILLA'S LEASE SYSTEMS, INC	R	2,161.00
01	302201	09/14/2021	CAPITAL ONE TRADE CREDIT	R	204.83

01	302202	09/14/2021	CAPITAL ONE TRADE CREDIT	R	54.96
01	302203	09/14/2021	CARQUEST AUTO PARTS	R	1,388.12
01	302204	09/14/2021	CEDAR SMALL ENGINE	R	374.06
01	302205	09/14/2021	CEL PUBLIC RELATIONS, INC.	R	766.50
01	302206	09/14/2021	CINTAS CORPORATION NO 2	R	313.02
01	302207	09/14/2021	COMMERCIAL KITCHEN	R	2,255.56
01	302208	09/14/2021	CONTINENTAL RESEARCH CORP	R	2,028.78
01	302209	09/14/2021	CULLIGAN SOFT WATER	R	9.50
01	302210	09/14/2021	DBQ PROJECT	R	477.00
01	302211	09/14/2021	ECM PUBLISHERS INC	R	127.10
01	302212	09/14/2021	ECOLAB INC	R	215.89
01	302213	09/14/2021	GLASS DOCTOR OF MINNEAPOLIS	R	405.65
01	302214	09/14/2021	WW GRAINGER INC	R	642.55
01	302215	09/14/2021	HEINEMANN	R	25,856.16
01	302216	09/14/2021	HILLYARD	R	3,054.19
01	302217	09/14/2021	HOGLUND BUS CO INC	R	74.66
01	302218	09/14/2021	HOPE CHURCH	R	14,413.77
01	302219	09/14/2021	HUBERT COMPANY, LLC	R	1,128.30
01	302220	09/14/2021	INTERMEDIATE SCHOOL DISTRICT 917	R	675.95
01	302221	09/14/2021	KINECT ENERGY INC	R	5,894.11
01	302222	09/14/2021	LAJ CONSULTING, LLC	R	600.00
01	302223	09/14/2021	LANGUAGE LINE SERVICE	R	246.84
01	302224	09/14/2021	LARSON ENGINEERING	R	2,550.00
01	302225	09/14/2021	LOFFLER COMPANIES	R	1,040.20
01	302226	09/14/2021	MACKIN BOOK COMPANY	R	586.43
01	302227	09/14/2021	MACMILLAN HOLDINGS	R	7,040.67
01	302228	09/14/2021	MATRIX COMMUNICATIONS INC	R	21,945.00
01	302229	09/14/2021	MCGILL	R	1,000.00
01	302230	09/14/2021	MCNAMARA CONTRACTING, INC.	R	586,954.65
01	302231	09/14/2021	MEAL DATA INC	R	3,144.00
01	302232	09/14/2021	MIDWEST BUS PARTS INC	R	1,038.53
01	302233	09/14/2021	TRANSLATIONS IN MOTION, INC	R	407.60
01	302234	09/14/2021	MIRA	R	16,800.00
01	302235	09/14/2021	ALBIN ACQUISITION CORP	R	57.50
01	302236	09/14/2021	MSBA-MINNESOTA SCHOOL BOARD ASSOC	R	255.00
01	302237	09/14/2021	MTI DISTRIBUTING CO	R	906.80
01	302238	09/14/2021	MULTILINGUAL WORD INC	R	184.00
01	302239	09/14/2021	NCS PEARSON INC	R	584.54
01	302240	09/14/2021	NEW DOMINION SCHOOL	R	4,997.57
01	302241	09/14/2021	PERFORMANCE EXCELLENCE NETWORK	R	300.00
01	302242	09/14/2021	PLAGGE, RONETTE	R	118.94
01	302243	09/14/2021	PREMIUM WATERS INC	R	28.00
01	302244	09/14/2021	RIVERSIDE INSIGHTS	R	261.29
01	302245	09/14/2021	SHERWIN WILLIAMS CO	R	255.68
01	302246	09/14/2021	INDIGO SIGNWORKS, INC.	R	152.00
01	302247	09/14/2021	SMARTSENSE BY DIGI	R	330.00
01	302248	09/14/2021	SOURCEWELL TECHNOLOGY	R	1,600.00
01	302249	09/14/2021	SPED FORMS LLC	R	10,510.64
01	302250	09/14/2021	SUBSCRIPTION SERVICES OF AMERICA IN	R	179.87
01	302251	09/14/2021	TIFFANY BEGIN	R	318.00

01	302252	09/14/2021	U OF MN TWIN CITIES	R	1,500.00
01	302253	09/14/2021	UNITED HEALTHCARE INSURANCE CO	R	503.63
01	302254	09/14/2021	UNITED HEALTHCARE/AARP MEDICARE RX	R	88.70
01	302255	09/14/2021	UNITED HEARTHCARE /AARP MEDICARE RX	R	88.70
01	302256	09/14/2021	VAUGHN, ANNA	R	28.95
01	302257	09/14/2021	VOSS ELECTRIC CO	R	192.50
01	302258	09/14/2021	WINSOR LEARNING	R	8,431.50
01	302259	09/14/2021	ZEP SALES & SERVICE	R	622.50

TOTAL CHECKS & E-PAYS					1,833,061.85
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Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, September 20, 2021

Subject: PERSONNEL ITEMS
(Recommended by Superintendent)

That the Board of Education approve the following personnel items:

Classified Full Time Position for Employment – Classified Management

Melissa Morrisey – 40 hr/wk - District Data and Testing Coordinator – District Offices
Effective 9/7/2021

Classified Management Full Time Resignation

Amber Schauer – 40 hours/wk – Payroll Accountant – District Offices
Effective 9/3/2021

Janice Jorenby – 40 hr/wk – Human Resources Supervisor – District Office
Effective 9/27/2021

Classified Part Time Position for Employment – Food & Nutrition Services

Ofelia Martinez – 25 hr/wk - Kitchen Assistant – Richfield High School
Effective 9/6/2021

Patricia Rubio Segura – 25 hr/wk – Kitchen Assistant – RMS
Effective 9/6/2021

Classified Full Time Position for Employment – Outreach Worker

Carlos Balbuena Rendon – 40 hr/wk - Bi-lingual Outreach Worker – RDLS
Effective 8/30/2021

Aided Falis – 40 hr/wk – Outreach Worker – District Wide
Effective 8/23/2021

Karina Valdez Ponce De Leon – 40 hr/wk – Bi-lingual Outreach Worker – RMS
Effective 9/6/2021

Classified Full Time Position for Employment – Paraprofessional

Annie Grengs – 40 hr/wk - Paraprofessional Behavior Specialist – RSTEM
Effective 9/6/2021

Classified Part Time Position for Employment – Paraprofessional

Christine Hanson – 37.5 hr/wk – Paraprofessional Clerical 2 – RHS
Effective 9/8/2021

Carolyn Kinney – 35 hr/wk – Paraprofessional SPED - RSTEM
Effective 9/9/2021

Briziada Saavedra Pena – 35hr/wk - Instructional Paraprofessional – RDLS
Effective 9/6/2021

Classified Part Time Resignation – Outreach Worker

Janina Roodell – 32hr/wk – Bi-lingual Outreach Worker – Centennial Elementary
Effective 9/10/2021

Classified Full Time Resignation – Paraprofessional

Keila Gonzalez – 40hr/wk – Paraprofessional Clerical – Sheridan Hills Elementary
Effective 9/24/2021

Classified Part Time Resignation – Paraprofessional

Daniel Beyel – 36.5 hr/wk – Paraprofessional – Richfield Middle School
Effective 9/13/2021

Dianne Dimond – 30 hr/wk – Paraprofessional – Centennial Elementary
Effective 9/24/2021

OLD BUSINESS – FOR REVIEW

Agenda Item V.A.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, September 20, 2021

Subject: Annual Audit

(Recommended by the Superintendent)

A second read of Policy 704: Annual Audit. At this time, only minor updates to adhere to the District's branding and style guide are suggested.

Attachments:

Policy 704: Annual Audit - redlined

MSBA Model Policy 703: Annual Audit

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RICHFIELD -PUBLIC -SCHOOLS

ANNUAL AUDIT

I. PURPOSE

The purpose of this policy is to provide for an annual audit of the books and records of ~~the school district~~Richfield Public Schools in order to comply with law, to provide a permanent record of the financial position of the ~~school district~~District, and to provide guidance to the ~~school district~~District to correct any errors and discrepancies in its practices.

II. GENERAL STATEMENT OF POLICY

It is the policy of ~~this school district~~Richfield Public Schools to comply with all laws relating to the annual audit of the books and records of the ~~school district~~District.

III. REQUIREMENT

- A. The school board shall appoint independent certified public accountants to audit, examine and report upon the books and records of the ~~school district~~District. The school board may enter into a contract with a person or firm to provide the agreed upon services.
- B. After the close of each fiscal year, the books, records and accounts of the ~~school district~~District shall be audited by said independent certified public accountants in accordance with the applicable standards and legal requirements. The superintendent and members of the administration shall cooperate with the auditors.
- C. The ~~school district~~District shall, prior to September 15 each year, submit its unaudited financial statements for the preceding year to the Commissioner on forms prescribed by the Commissioner. The report shall also include those items required by Minn. Stat. §123B.14, Subd. 7.
- D. The ~~school district~~District shall, prior to November 30 of each year, provide to the Commissioner audited financial data for the preceding fiscal year. The ~~school district~~District shall, prior to December 31 of each year, provide to the Commissioner and the State Auditor an audited financial statement in a form that will allow comparison with the correction of material differences in the unaudited data. The audited financial statement must also provide a statement of assurance pertaining to compliance with uniform financial accounting

- 1 and reporting standards and a copy of the management letter
2 submitted to the ~~school-district~~District by its auditor.
3
4 E. The audit must be conducted in compliance with generally accepted
5 governmental auditing standards, the Federal Single Audit Act and the
6 Minnesota Legal Compliance Guide issued by the Office of the State
7 Auditor.
8
9 F. The school board must approve the audit report by resolution or
10 require a further or amended report.
11
12 G. The administration shall report to the school board regarding any
13 actions necessary to correct any deficiencies or exceptions noted in
14 the audit.
15
16 H. The accounts and records of the ~~school-district~~District shall also be
17 subject to audit and inspection by the State Auditor to the extent
18 provided in Minn. Stat. § Ch.6.
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24 **Legal References:** Minn. Stat. § Ch. 6. (State Auditor)
25 Minn. Stat. § 123B.09 (School Board Powers)
26 Minn. Stat. § 123B.14. Subd. 7 (Duties of School Board
27 Clerk)
28 Minn. Stat. § 123B.02 (School District Powers)
29 Minn. Stat. § 123B.77, Subds. 2 and 3 (Audited Financial
30 Statement; Statement for Comparison and Correction)
31

32 **Cross References:** MSBA/MASA Model Policy
33 MSBA Service Manual
34
35

36 ~~ADOPTED-RATIFIED~~ BY THE BOARD OF EDUCATION: August 9, 1999
37

38 REVIEWED AND REAFFIRMED BY BOARD OF EDUCATION October 7,
39 2013
40

41 REVISED BY THE BOARD OF EDUCATION: June 19, 2000;
42 2004; October 4, 2021
43

Adopted: _____

MSBA/MASA Model Policy 703

Orig. 1995

Revised: _____

Rev. 2019

703 ANNUAL AUDIT

[Note: The provisions of this policy reflect the applicable statutes and are not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to provide for an annual audit of the books and records of the school district in order to comply with law, to provide a permanent record of the financial position of the school district, and to provide guidance to the school district to correct any errors and discrepancies in its practices.

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to comply with all laws relating to the annual audit of the books and records of the school district.

III. REQUIREMENT

- A. The school board shall appoint independent certified public accountants to audit, examine, and report upon the books and records of the school district. The school board may enter into a contract with a person or firm to provide the agreed upon services.
- B. After the close of each fiscal year, the books, records, and accounts of the school district shall be audited by said independent certified public accountants in accordance with applicable standards and legal requirements. The superintendent and members of the administration shall cooperate with the auditors.
- C. The school district shall, prior to September 15 of each year, submit unaudited financial data for the preceding year to the Commissioner of Education (Commissioner) on forms prescribed by the Commissioner. The report shall also include those items required by Minn. Stat. § 123B.14, Subd. 7.
- D. The school district shall, prior to November 30 of each year, provide to the Commissioner audited financial data for the preceding fiscal year. The school district shall, prior to December 31 of each year, provide to the Commissioner and the State Auditor an audited financial statement in a form that will allow comparison with and correction of material differences in the unaudited data. The audited financial statement must also provide a statement of assurance pertaining to compliance with uniform financial accounting and reporting standards and a copy of the management letter submitted to the school district by its auditor.

- E. The audit must be conducted in compliance with generally accepted governmental auditing standards, the Federal Single Audit Act and the Minnesota Legal Compliance Audit Guide issued by the Office of the State Auditor.
- F. The school board must approve the audit report by resolution or require a further or amended report.
- G. The administration shall report to the school board regarding any actions necessary to correct any deficiencies or exceptions noted in the audit.
- H. The accounts and records of the school district shall also be subject to audit and inspection by the State Auditor to the extent provided in Minn. Stat. Ch. 6.

Legal References: Minn. Stat. Ch. 6 (State Auditor)
Minn. Stat. § 123B.02 (School District Powers)
Minn. Stat. § 123B.09 (School Board Powers)
Minn. Stat. § 123B.14, Subd. 7 (Duties of School Board Clerk)
Minn.Stat. § 123B.77, Subds. 2 and 3 (Audited Financial Statements;
Statement for Comparison and Correction)

Cross References: MSBA/MASA Model Policy 702 (Accounting)
MSBA Service Manual, Chapter 7, Education Funding

OLD BUSINESS – FOR REVIEW

Agenda Item V.B.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, September 20, 2021

Subject: Insurance

(Recommended by the Superintendent)

A second read of Policy 705: Insurance. At this time, only minor updates to adhere to the District's branding and style guide are suggested.

Attachments:

Policy 705: Insurance - redlined

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RICHFIELD -PUBLIC -SCHOOLS

POLICY -ON -INSURANCE

The Board of Education desires to expedite the purchase of insurance and to make certain that the ~~district-District~~ is provided with the types and amounts of insurance necessary to provide coverage and protection at the lowest cost consistent with obtaining prompt and efficient claims service by a financially sound provider.

The Superintendent or designee is authorized to appoint agents of record and to establish consulting relationships as necessary to carry out the intent of this policy.

Appropriate reports will be provided annually to keep the Board informed and to insure the integrity of the program.

~~ADOPTED -RATIFIED~~ BY THE BOARD OF EDUCATION: August 1, 1983

~~AMENDED-REVISED~~ BY THE BOARD OF EDUCATION: May 20, 1991, April 24, 2000; October 4, 2021

REVIEWED AND REAFFIRMED BY THE BOARD OF EDUCATION: August 2, 2004, October 7, 2013

OLD BUSINESS – FOR REVIEW

Agenda Item V.C.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, September 20, 2021

Subject: Commission Sales

(Recommended by the Superintendent)

A second read of Policy 707: Commission Sales – Vending Machines & School Pictures. Updates have been made to adhere to the District's branding and style guide, as well as cross reference other board policies.

Attachments:

Policy 707: Commission Sales - redlined
MSBA Model Policy 720: Vending Machines

RICHFIELD -PUBLIC -SCHOOLS

COMMISSION SALES - VENDING MACHINES & SCHOOL PICTURES

I. PURPOSE

The purpose of this policy is to establish procedures to govern the commission sales from vending machines installed in school facilities and the sale of student school pictures.

II. GENERAL STATEMENT OF POLICY

It is in the best interest of the District to contract for these services and account for the proceeds in a manner that allows those revenues to be included in the budget of the facility or department in which they are generated, and that establishes controls to avoid fraud, theft or the appearance of impropriety.

III. AUTHORIZED COMMISSION SALES

Contracts involving commission sales and automatic vending machines dispensing food, beverages or other approved items, and in compliance with ~~the district's Wellness policy~~ Policy 112: Wellness, are authorized provided that all contracts are approved by the School Board.

Contracts involving commission sales for student picture taking are authorized provided that all contracts are approved by the School Board.

IV. SUPERVISION AND CONTRACTS

A. All contracts shall be considered by the School Board on a facility-by-facility basis. Compliance with this policy and any applicable laws shall be the responsibility of the School Principal and/or ~~Supervisor of Food Service~~ Director of Nutrition Services.

B. A contract involving commission sales is an exception under Minnesota's bid law, Minn. Stat. § 123B.52, and does not require a public bid. However, if a distributor defines the terms of the contract to include the purchase of food products or materials by the school district for resale, this kind of contractual provision is subject to the provisions of the Uniform Municipal Contracting Law, thus meeting the definition of a "contract", contained in Minn. Stat § 471.345, and if the amount of the purchase exceeds ~~\$50,000~~ 175,000, it would trigger the requirement to advertise for bids and compliance with the bid law Statute.

C. A contract may be awarded after the receipt of two or more quotations and taking into consideration conformity with the specifications, terms of delivery, other conditions and compliance with Minn. Stat. § 123B.52.

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- D. A copy of this policy shall be included in any specifications or request for proposal. A record shall be kept of all quotations received with the names, amounts and successful bidder indicated. All quotations shall be kept on file as a public record for a period of at least one year after their receipt.
- E. A quotation must specify all commissions and any other non-commission amounts to be paid as a result of the award of the contract. The non-commission amounts include, but are not limited to, cash payments, in-kind payments, equipment donations, scholarship contributions, bonus payments, or other payments or contributions of any kind or nature. The non-commission amounts shall be reduced to a cash equivalency and shall be specified on the quotation as an additional amount to be paid as part of the contract award.
- F. Contracts that may contain provisions allowing product exclusivity, shall be reviewed prior to the solicitation of quotations.
- G. All contracts must be approved by the School Board. Any contract not in compliance with this policy shall be void. Any district employee signing an unauthorized contract may be subject to personal liability thereon and may be disciplined for said action.
- H. No ~~school-district~~District employee or school board member shall have a personal interest in, directly or indirectly, or personally benefit financially from a contract award.

V. ACCOUNTING

- A. Proceeds from contracts shall be under the control of the School Board and must be in compliance with UFARS standards.
- B. The annual school budget shall include an amount equal to the proceeds from the commission sales.
- C. Pursuant to accounting standards, proper auditing and inventory control procedures shall be established by the responsible authority to ensure that commissions are being correctly calculated and paid.

Cross References:
Policy 112: Wellness

Legal References:

- _____Minn. Stat. § 123B.52 (Contracts)
- _____Minn. Stat. § 123B.20 (Dealing in Supplies)
- _____Minn. Stat. § 471.345 (Contracts)
- _____Minn. Stat. § 471.87 (Conflict of Interest)

- 1 ~~ADOPTED-RATIFIED~~ BY THE BOARD OF EDUCATION: March 19, 2001
- 2 REVIEWED AND REAFFIRMED BY THE BOARD OF EDUCATION: October 7, 2013
- 3 REVISED BY THE BOARD OF EDUCATION: April 3, 2006; October 4, 2021

Adopted: _____

MSBA/MASA Model Policy 720

Orig. 1996

Revised: _____

Rev. 2019

720 VENDING MACHINES

I. PURPOSE

The purpose of this policy is to establish procedures to govern vending machines installed in school facilities in the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to contract for, supervise, maintain, and account for the proceeds from vending machines located in school facilities in a manner that is fair, that maximizes the revenues from those machines, that allows those revenues to be included in the budget of the facility in which they are generated, and that establishes controls to avoid fraud, theft, or the appearance of impropriety.

III. AUTHORIZATION

Automatic vending machines for the dispensing of food, beverages, or other approved items are authorized in any school facility in the school district provided that all contracts for such vending machines must be approved by the school board as provided in this policy.

[Note: This provision can be narrowed to apply only to specific facilities.]

IV. SUPERVISION; APPROVAL; LOCATION

- A. All vending machines shall be under the supervision of the school principal or other person in charge of the facility in which the machine is located. That administrator shall be responsible to supervise the machine in compliance with this policy and any applicable laws.
- B. The items to be dispensed from a vending machine located in a school facility shall be approved by the principal or other person in charge of that facility. All food, beverages, or other items approved shall be appropriate to the school setting. Machines dispensing cigarettes or tobacco products are not authorized under any circumstances. In the event a written complaint is filed with the superintendent regarding the approval or disapproval of any item, the school board, after proper review, shall make the final determination.
- C. Vending machines may be approved that will dispense items only during certain hours, through the use of timers or otherwise. Vending machines should not be operated in competition with the school cafeteria or food service. The principal or

other person in charge of the school facility may regulate the hours of operation of any machine.

- D. Vending machines shall be located to meet any applicable building, fire, or life/safety codes and to provide convenience of operation, accessibility, and ease of maintenance. The principal or other person in charge of the facility shall review the location of each machine with appropriate maintenance and food service staff.

V. CONTRACT APPROVAL

- A. All contracts for the purchase or rental of vending machines shall be considered by the school board on a facility-by-facility basis.

[Note: These provisions may need to be amended if the school board determines to contract for vending machine services on an exclusive and district-wide basis.]

- B. If the estimated aggregate receipts from all vending machines located in a school facility will be \$10,000 or more in a fiscal year, the contract for any vending machine in that facility must be awarded after the receipt of sealed bids and compliance with Minn. Stat. § 123B.52.

[Note: This dollar figure is lower than the \$175,000 statutory requirement for sealed bids but is recommended to protect the interests of the public.]

- C. If the estimated aggregate receipts from all vending machines located in a school facility will be less than \$10,000 in a fiscal year, the contract for any vending machine in that facility may be awarded after the receipt of two or more quotations after taking into consideration conformity with the specifications, terms of delivery, other conditions imposed in the call for quotations, and compliance with Minn. Stat. § 123B.52.

[Note: This dollar figure is lower than the \$25,000 statutory requirement for quotations but is recommended to protect the interests of the public.]

- D. The contracting process shall be conducted in compliance with Minn. Stat. § 123B.52. A copy of this policy shall be included in any specifications or request for proposals or quotations. A record shall be kept of all bids or quotations received with the names, amounts, and successful bidder indicated. All bids and quotations shall be kept on file as a public record for a period of at least one year after their receipt.

- E. Any bid or quotation must specify all commissions to be paid from the machine and any other noncommission amounts to be paid as a result of the award of the contract. The noncommission amounts include, but are not limited to, cash payments, in-kind payments, equipment donations, scholarship contributions, bonus payments, or other payments or contributions of any kind or nature. The

noncommission amounts shall be reduced to a cash equivalency and shall be specified on the bid or quotation as an additional amount to be paid for the award of the contract.

- F. If a contract contains a provision allowing exclusivity, such as all machines in the building carrying only a certain manufacturer's brand of pop, that provision must be reviewed by the administration prior to requesting bids or quotations to ensure that it does not conflict with other contracts of the school district.
- G. All contracts for vending machines must be approved by the school board. Any contract not made in compliance with this policy shall be void. Any district employee signing an unauthorized contract may be subject to personal liability thereon and may be disciplined for said action.
- H. All vending machines are to be installed at the expense of the facility in which located. All financial responsibility for the maintenance and repair of machines shall remain with the individual facility in which located to the extent not addressed in the contract.
- I. No teacher, administrator, school district employee, or school board member shall be interested, directly or indirectly, in a vending machine contract with the school district or personally benefit financially therefrom.

VI. ACCOUNTING

- A. Proceeds from vending machine sales and contracts shall be under the control of the school board, shall be accounted for in one of the regular school district funds, and must be accounted for and reported in compliance with UFARS.
- B. An amount equal to the amount of the proceeds from the machines in each facility shall be included in the budget of the facility in which the proceeds are generated. That amount may be expended in accordance with established expenditure procedures.
- C. Pursuant to the vending machine contract or otherwise, proper auditing and inventory control procedures shall be established to ensure that commissions are being correctly calculated and paid. These controls must include daily, weekly, or other periodic inventories and written reconciliations of variances between inventory and cash. Each time cash is removed from, or inventory is added to a machine, a written reconciliation between cash and inventory must be performed by the person taking the cash from the machine and must be signed by the principal or other person in charge of the facility. The original written reconciliation reports shall be filed with the business office monthly and a copy shall be retained by the principal's office.

Legal References: Minn. Stat. § 123B.20 (Dealing in Supplies)
Minn. Stat. § 123B.52 (Contracts)

Minn. Stat. § 471.345 (Contracts)
Minn. Stat. § 471.87 (Conflict of Interest)

Cross References: MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)
MSBA/MASA Model Policy 702 (Accounting)

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, September 20, 2021

Subject: Community Education

(Recommended by the Superintendent)

Passage upon a third read of Policy 901: Community Education. This policy was given a first read on August 2 and a second read on August 16. This policy has been combined with Policy 676: Adult Education to create one revised policy with updates from the Community Education department included. The Community Education Advisory Council has also provided their feedback.

Attachments:

Policy 901: Community Education - redlined
MSBA Model Policy 901: Community Education

RICHFIELD -PUBLIC -SCHOOLS

COMMUNITY EDUCATION

I. PURPOSE

The purpose of this policy is to convey to employees and to the general public the important role of community education within ~~the~~ Richfield ~~School District~~ Public Schools.

It is the policy of the Richfield Board of Education that Richfield Community Education be committed to lifelong learning. Each community member is both a learner and a resource. Community Education will work in partnership with community members and existing programs ~~to proactively create an alliance which will realize its ideal. Together, they will act as a catalyst to both envision and create this idea.~~ to proactively create and facilitate inclusive, accessible opportunities for all ages.

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II. GENERAL STATEMENT OF POLICY

The school board affirms a strong commitment to ~~the~~ community education and its ability to provide opportunities for involvement and personal growth for all ages. The school board welcomes, and strongly encourages use of school buildings and activity areas by the community when not used for regularly scheduled ~~preK, elementary and secondary school~~ programs. The school administration should strive to accomplish the following objectives:

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- A. Maximum use should be made of public school facilities within the ~~school district~~ District.
- B. Educational needs and interests s of area residents should be determined periodically.
- C. Community resources and expertise of residents should be utilized to develop a vibrant, well-rounded community education program.
- D. Area residents should be encouraged to actively participate in program opportunities.
- E. The community education program will align with and support the ~~school De~~ istrict's strategic plan and the success of students.

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III. COMMUNITY EDUCATION ADVISORY COUNCIL

- 1 A. The council shall assist in developing and promoting the goals and
2 objectives of the program.
- 3
- 4 B. The membership of the community education advisory council shall
5 represent a cross section of the community and should consist of
6 members who represent: various service organizations; churches;
7 public and nonpublic schools; local government including elected
8 officials; public and private nonprofit agencies serving youth and
9 families; parents; youth; park, recreation or forestry services of
10 municipal or local government units located in whole or in part within
11 the boundaries of the school district; and any other groups
12 participating in the community education program in the ~~school~~
13 ~~district~~District.
- 14
- 15 C. Bylaws of the community education advisory council shall provide the
16 framework for the organization including criteria pertaining to
17 membership, officers' duties, frequency and structure of meetings and
18 such other matters as deemed necessary and appropriate.
- 19
- 20 D. The council will adopt a policy to reduce and eliminate program
21 duplication within the school district.

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23 IV. YOUTH PROGRAMS

24 ~~The Richfield Public Schools may make available youth programs~~
25 ~~in the following categories:~~

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- 27 A. Summer programs
- 28 B. Youth service programs, as a part of a youth development plan
- 29 C. School age care programs
- 30 D. School readiness programs
- 31 E. Youth after school enrichment programs, to

- 32 a. collaborate with and leverage existing community resources that
33 have demonstrated effectiveness
- 34 b. reach out to children and youth in the community
- 35 c. increase the number of children participating in adult-supervised
36 programs during non-school hours
- 37 d. support academic achievement
- 38 e. increase skills in technology, the arts, sports and other activities

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41 V. ADULT EDUCATION

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43 ~~The Richfield Public Schools shall may make available to adults, programs~~
44 ~~in the following categories:~~

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- 46 ~~A. Adult basic education - to include English as a Second Language,~~
47 ~~G.E.D. preparation, skill development, and high school diploma~~
48 ~~programs~~
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1 B. Early childhood family education parenting programs

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2 C. General enrichment community education courses

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3 D. Off campus college credit courses

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8 E. Auditing of regular senior high classes

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9 D. Specialized classes and activities for adults with disabilities

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13 V. RESPONSIBILITIES

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15 ~~The community education administrator director shall be responsible for~~
16 ~~the development and administration of programs offered through~~
17 ~~Community Education. The community education director will also be~~
18 ~~responsible for coordinating, scheduling, assigning meeting spaces and~~
19 ~~making other arrangements to accommodate courses. The community~~
20 ~~education administrator shall also be responsible for coordinating,~~
21 ~~scheduling, assigning meeting spaces, and making other arrangements to~~
22 ~~accommodate courses offered by local colleges and universities. Post-~~
23 ~~secondary institutions will be charged a minimal fee to help cover~~
24 ~~additional cleaning services necessitated by the offering of their courses.~~

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26 ~~Adult education and youth programs offered through Community~~
27 ~~Education are supported by patron fees, local levy, and federal, state and~~
28 ~~private grants. Courses offered by post secondary institutions in Richfield~~
29 ~~facilities are supported by fees and tuition charged by the respective~~
30 ~~institutions.~~

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33
34 Legal References: Minn. Stat. §124D.19 (Community Education Programs;
35 Advisory Council)

36
37 Minn. Stat. §123B.51 (Schoolhouses and Sites; Access for
38 noncurricular Purposes)

39
40 Minn. Stat. §124D.20 (Community Education Revenue)

41
42
43
44 ~~ADOPTED/RATIFIED~~ BY THE BOARD OF EDUCATION: December 8, 1998

45
46 REVIEWED ~~AND REAFFIRMED~~ BY THE BOARD OF EDUCATION: July
47 17, 2017
48

1 REVISÉ BY THE BOARD OF EDUCATION: July 11, 2005; August 8,
2 2017; September 20, 2021

Adopted: _____

MSBA/MASA Model Policy 901

Orig. 1995

Revised: _____

Rev. 1999

901 COMMUNITY EDUCATION

I. PURPOSE

The purpose of this policy is to convey to employees and to the general public the important role of community education within the school district.

II. GENERAL STATEMENT OF POLICY

The school board affirms a strong commitment to the community education program. The school board welcomes, and strongly encourages use of school buildings and activity areas by the community when not used for regularly scheduled elementary and secondary programs. The school administration should strive to accomplish the following objectives:

- A. Maximum use should be made of public school facilities within the school district service area.
- B. Educational needs and interest of area residents should be determined periodically.
- C. Community resources and expertise of residents should be utilized to develop a vibrant, well-rounded community education program.
- D. Area residents should be encouraged to actively participate in program opportunities.

III. COMMUNITY EDUCATION ADVISORY COUNCIL

- A. The council shall assist in promoting the goals and objectives of the program.
- B. The membership of the community education advisory will consist of members who represent: various service organizations; churches; public and nonpublic schools; local government including elected officials; public and private nonprofit agencies serving youth and families; parents; youth; park, recreation or forestry services of municipal or local government units located in whole or in part within the boundaries of the school district; and any other groups participating in the community education program in the school district.
- C. Bylaws of the community education advisory council shall provide the framework for the organization including criteria pertaining to membership, officers' duties, frequency and structure of meetings and such other matters as deemed necessary

and appropriate.

- D. The council will adopt a policy to reduce and eliminate program duplication within the school district.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Access for Noncurricular Purposes)
Minn. Stat. § 124D.19, Subd. 1 (Community Education Programs; Advisory Council)
Minn. Stat. § 124D.20, Subd. 1 (Community Education Revenue)

Cross References: MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)

NEW BUSINESS – FOR REVIEW

Agenda Item VI.A.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, September 20, 2021

Subject: Public Comment

(Recommended by the Superintendent)

A review of Administrative Guideline 216.1. This guideline was updated on 9/17/21, and changes are reflected in the attached redlined version. NO CHANGES HAVE BEEN MADE TO POLICY 216.

Attachments:

Administrative Guideline 216.1: Public Comment - redlined

Form 216.2: Public Comment

Form 216.3: Public Comment

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RICHFIELD PUBLIC SCHOOLS
GUIDELINES - PUBLIC COMMENT

I. RESPONSIBILITY FOR PUBLIC COMMENT

The school district administration shall be responsible for the procedural implementation of the public comment portion of board meetings. This implementation shall include preparation, sign up, the comment session, communication during and communication processes related to public comment.

II. PREPARATION FOR PUBLIC COMMENT

The public comment portion of the meeting shall occur on the second meeting of the month, typically held on the 3rd Monday of the month. In months with only one meeting, that meeting shall include public comment.

Public comment will be available at the Board of Education Meeting, located at 7001 Harriet Avenue South, Richfield, MN, 55423.

Public comment will be the first agenda item. The time period for public comment will be a maximum of 30 minutes.

III. SIGN UP FOR PUBLIC COMMENT

Individuals can sign up in advance by emailing or calling the Board Secretary or by filling out the form available on the District website. Advance sign up may occur through 4:00 P.M-12 noon on a board meeting date. ~~Sign up can also occur prior to the board meeting, with sign up ending at one minute before the meeting begins.~~

Individuals must indicate their name, address, phone number or email and the subject they are addressing. Individuals should also note if their public comment will address something directly related to an agenda item or a non-agenda related item.

If multiple individuals wish to address the same subject during public comment, they may be asked to select a representative to speak for the group. Speakers may be asked to submit a written copy of their prepared statement in advance of the meeting.

If individuals are attending a board meeting without public comment on the agenda, they may write down comments and deliver them to the Board Secretary who will share them with all board members.

1 If an interpreter is needed for Public Comment or for a Board of Education
2 meeting, please contact the Board Secretary at least 1 week in advance.
3

4 **IV. PUBLIC COMMENT**

5
6 Speakers will be called in order as follows: students, speakers on a specific
7 agenda item, then others in order of sign up, with preference given to those
8 who have not spoken in the past six months. Time allotted will be three
9 minutes per speaker, with an additional three minutes allocated if
10 interpretation is utilized. The chair of the board of education will monitor
11 time. There will be a "30 second warning" given when 30 seconds remain
12 and a "times up" warning given if three minutes have expired. Speakers are
13 expected to end comments at the "time's up" warning.
14

15 School district administration will be responsible for implementation of public
16 comment including sign up, documentation, and sharing of guidelines.
17

18 The School Board takes into consideration comments made during public
19 comment, but will not hold a two-way dialogue or interactive discussion
20 during public comments. The board may provide a response at a later time
21 and/or may provide clarification of points of fact as appropriate during the
22 meeting.

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25 **V. COMMUNICATION DURING PUBLIC COMMENT**

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27 Speakers should not include names of Richfield Public Schools employees,
28 titles or location names in your remarks for their own legal protection and
29 the legal rights of staff. Any information that would specifically identify a
30 staff member is included in this warning. Issues related to school district
31 employees should be made in writing and may identify employees and
32 should be addressed to the Human Resources Department.
33

34 Personal attacks by anyone addressing the school board are unacceptable.
35 Persistence in such remarks by an individual shall terminate that person's
36 privilege to address the school board. If the speaker persists in violating any
37 procedure or rule, the speaker will be directed to leave the premises and not
38 to return, a no trespass order may be issued, and a referral may be made to
39 law enforcement.

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41 Members of the public may not engage in conduct that materially and
42 substantially disrupts any part of a School Board meeting, or that otherwise
43 impedes the School Board's ability to conduct its business in an orderly and
44 efficient fashion.
45

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47 **VI. COMMUNICATION ABOUT PUBLIC COMMENT**
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1 School district administration will be responsible for broadly communicating
2 the guidelines for public comment at the board of education meetings.
3 Methods should include website, school handbooks, direct communication
4 to families and more.
5
6

7 ~~ADOPTED BY THE BOARD OF EDUCATION~~ Dated: November 20, 2017

8 ~~REVIEWED BY THE BOARD OF EDUCATION:~~ Revised: September 17, 2021—
9



RICHFIELD

PUBLIC SCHOOLS

Welcome to a Regular Board Meeting at Richfield Public Schools

- The agenda and supporting board packet are available online at <https://www.richfieldschools.org/about/school-board>
- Paper copies of the agenda are available to all.
- Board meetings are livestreamed and videotaped for the official record.
- Procedures for the implementation of public comment are contained within board policy 216 and administrative guideline 216.1.

Individuals who wish to address the School Board during a regular School Board meeting may do so during the Public Comments portion of the agenda at the beginning of the meeting. To participate in the public comments, individuals must fill out the online form or make a request to the board secretary (cassandra.quam@rpsmn.org or 612-798-6012) up until 12:00 noon on the day of a board meeting. This grants speakers the opportunity to make a presentation of up to three minutes, with time extended up to three additional minutes if translation is needed. (We will have our board secretary indicate with both “30 seconds” and “time is up” warnings.)

- Speakers are asked to refrain from using this forum to criticize, complain, or make allegations about a specific employee by name due to privacy and legal concerns for the employee and the speaker.
- The School Board takes into consideration comments made during public comment, but will not hold a two-way dialogue or interactive discussion during public comments. The board may provide a response at a later time and/or may provide clarification of points of fact as appropriate during the meeting.
- Questions, concerns and requests may be directed to the appropriate administrator for review. Speakers who desire a written response to a specific question may request it.
- If a speaker violates a procedure or rule, they will be given a warning. If they persist in violating any procedure or rule, the speaker will be directed to leave the premises and not to return, a no trespass order may be issued, and a referral may be made to law enforcement.

If you were unable to make a request in advance of tonight's meeting, we have two ways for you to share your thoughts with us:

- One is for you to complete the Board Comment Sheet on the back of this page so that you can write out your thoughts and give them to us tonight. We will review your comments before our next meeting.
- The other is for you to request to participate in public comment for a future board meeting, typically the second meeting of the month, or at any meeting when it is the sole meeting of the month.

Thank you for your attention and your respect for this process.



RICHFIELD

PUBLIC SCHOOLS

Board Comment Sign Up

If you wish to share a public comment at a school board meeting, please complete this form with your name and comment information. Comment will occur in the order of sign up, with students speaking first, then individuals who are addressing a specific agenda item, then all other speakers.

Board Meeting Date	Phone/Email Contact
Name	Address
What is your relationship to Richfield Public Schools? Student Parent Staff Member Richfield Resident	
Is your comment related to a specific agenda item listed for this board meeting? Yes No	What subject would you like to comment on?

By appearing in person to share a public comment with the school board, you agree to the following procedures and requirements outlined in Policy 216: Public Comment and Administrative Guideline 216.1:

- Your time allotted is three minutes, with time extended up to three additional minutes if translation is needed. (The board secretary will indicate with both “30 seconds” and “time is up” warnings.)
- Speakers are asked to refrain from using this forum to criticize, complain, or make allegations about a specific employee by name due to privacy and legal concerns for the employee and the speaker.
- The School Board takes into consideration comments made during public comment, but will not hold a two-way dialogue or interactive discussion during public comments. The board may provide a response at a later time and/or may provide clarification of points of fact as appropriate during the meeting.
- Questions, concerns and requests may be directed to the appropriate administrator for review. Speakers who desire a written response to a specific question may request it.
- If a speaker violates a procedure or rule, they will be given a warning. If they persist in violating any procedure or rule, the speaker will be directed to leave the premises and not to return, a no trespass order may be issued, and a referral may be made to law enforcement.

NEW BUSINESS - FOR ACTION

AGENDA ITEM VI.B.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, September 20, 2021

**SUBJECT: AUTHORIZATION FOR BOARD MEMBERS TO SUBSTITUTE / BE
EMPLOYED ON A CASUAL / TEMPORARY BASIS**

(Recommended by Superintendent)

That the Board of Education authorize Member Tim Pollis to perform casual part-time services during the 2021-2022 school year.

Background Information

(Prepared by Craig Holje)

Member Pollis performs casual/part-time services officiating athletic competitions.

The maximum amount that can be earned in one fiscal year by a Board Member according to Minnesota State Statute 123B.195 is \$8,000. A majority of the school board must approve the employment at a board meeting at which all board members are present.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, September 20, 2021

SUBJECT: PRELIMINARY LEVY CERTIFICATION 2021 PAYABLE 2022

(Recommended by the Superintendent)

That the Board of Education certify the “Maximum” for the levy allowed in each category and authorize the School Board Clerk to sign the preliminary levy certification. In addition it is recommended that the Board of Education establish the Truth in Taxation Presentation to be scheduled for December 6, 2021 at the regular scheduled meeting which begins at 7:00 pm in the Board Room of the District Office at 7001 Harriet Avenue South, Richfield, Minnesota.

Background Information

The school district, as a “taxing authority”, must certify its preliminary or “proposed levy” payable 2022, to the county auditor and the Minnesota Department of Education (MDE) on or before September 30, 2021. The recommendation is to certify the “Maximum” levy at this time which gives the district the flexibility to make any changes affecting the levy which may occur between now and when we certify the final levy in December. The District is required to schedule a “Truth in Taxation Presentation” at a regularly scheduled board meeting between November 24, 2021 and before the final levy is adopted (prior to December 28, 2021). At this meeting the board must discuss the Payable 2022 Levy and FY 2022 budget and allow the public to speak.

Attached:

Levy Revenue Summary

Levy Certification



RICHFIELD PUBLIC SCHOOLS

Levy Summary

Levy Certification 2021 Payable 2022

Draft As of September 14, 2021

9/14/2021

	FY21 2019 Pay 20 2020-21	FY22 2020 Pay 21 2021-22	FY23 2021 Pay 22 2022-23	Dollar Change Over PY
1 GENERAL FUND				
2 Equity	\$497,925.10	\$447,451.50	\$475,891.80	\$28,440.30
3 Operating Capital	\$590,584.84	\$624,029.86	\$700,371.32	\$76,341.46
4 Deferred Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
5 Alternative Teacher Comp	\$415,472.28	\$403,380.55	\$350,786.94	(\$52,593.61)
6 LCTS Levy	\$0.00	\$0.00	\$0.00	\$0.00
7 Achieve & Integration	\$340,031.08	\$329,478.03	\$302,146.75	(\$27,331.28)
8 Referendum	\$5,134,042.00	\$4,644,455.82	\$4,729,533.94	\$85,078.12
9 Referendum - Technology	\$3,539,085.88	\$3,729,368.61	\$3,916,878.48	\$187,509.87
10 Location Optional Revenue	\$3,322,921.20	\$3,109,890.96	\$3,119,193.12	\$9,302.16
11 Safe Schools	\$238,088.91	\$226,871.46	\$220,439.85	(\$6,431.61)
12 Student Achievement Levy	\$0.00	\$0.00	\$0.00	\$0.00
13 Health and Safety	\$0.00	\$0.00	\$0.00	\$0.00
14 LT Facilities	\$1,819,735.03	\$1,674,351.00	\$1,716,317.71	\$41,966.71
15 OPEB Benefits	\$768,913.15	\$713,790.98	\$800,000.00	\$86,209.02
16 Building/ Lease	\$694,066.01	\$710,444.83	\$773,152.20	\$62,707.37
17 Health Benefits	\$27,006.40	\$40,766.00	\$40,955.00	\$189.00
18 Re-employment Ins.	(\$11,203.14)	\$100,730.65	\$190,612.79	\$89,882.14
19 Career Technical	\$94,447.24	\$137,319.83	\$169,202.73	\$31,882.90
20 Abatement & Other Adjustment	\$52,129.88	\$91,288.30	\$143,234.83	\$51,946.53
21 GENERAL FUND LEVY TOTAL	\$17,523,245.86	\$16,983,618.38	\$17,648,717.46	\$665,099.08
22				
23 COMMUNITY EDUCATION FUND				
24 Basic Levy	\$287,665.70	\$287,665.70	\$312,538.05	\$24,872.35
25 Early Child & Family	\$169,640.59	\$161,358.49	\$160,087.69	(\$1,270.80)
26 Home Visiting	\$5,624.80	\$5,080.32	\$6,273.29	\$1,192.97
27 Disabled Adults	\$5,429.00	\$5,429.00	\$5,429.00	\$0.00
28 Abate/Excess Fund Bal Adj	\$5,158.42	\$2,389.18	\$3,262.74	\$873.56
29 COMMUNITY ED LEVY TOTAL	\$473,518.51	\$461,922.69	\$487,590.77	\$25,668.08
30				
31 DEBT SERVICE FUND				
32 Debt Levy	\$3,410,033.00	\$3,410,033.00	\$3,410,033.00	\$0.00
33 Debt Excess	\$0.00	(\$253,411.25)	(\$162,739.73)	\$90,671.52
34 LT Facilities Debt Service	\$4,193,004.38	\$3,885,345.40	\$4,001,947.37	\$116,601.97
35 Abatement Adjustment Debt	\$64,356.13	\$106,369.56	\$68,334.45	(\$38,035.11)
36 Alternative Bond	\$0.00	\$0.00	\$0.00	\$0.00
37 OPEB Bond	\$2,122,365.00	\$2,134,178.00	\$2,128,350.00	(\$5,828.00)
38 Debt Excess (OPEB)	\$0.00	(\$43,376.18)	(\$56,075.30)	(\$12,699.12)
39 Abatement Adjustment (OPEB)	\$15,511.99	\$5,983.78	\$6,641.44	\$657.66
40 DEBT SERVICE LEVY TOTAL	\$9,805,270.50	\$9,245,122.31	\$9,396,491.23	\$151,368.92
41				
42 LEVY GRAND TOTAL	\$27,802,034.87	\$26,690,663.38	\$27,532,799.46	\$842,136.08

9/14/2021



Taxes Payable 2022
 0280-01-000-000 Richfield Public School District
 craigholje
 Maximum

[Home/Levy Method](#)

Home/Levy Method

Record successfully saved!

Levy Method

You need to specify your Levy Method before you can perform edits or certify your levy. Please check a Method below and click Save Levy Method button.

- If you choose Maximum as your Levy Method, you can view your levy data by going to each section on the left navigation but you are not allowed to edit. You can go to Validate/Certify Levy section and certify your levy directly.
- If you choose Specific Dollar Amount as your Levy Method, you can edit your levy data by going to each section on the left navigation.
- If you change your Levy Method from Specific Dollar Amount to Maximum, the Proposed that you previously entered will be refreshed with levy limits.

For further information about Levy Certification. contact the following:

Program Finance at mde.levy@state.mn.us
 Emails will be redirected to the appropriate staff person within Program Finance.

Define your Levy Method:

Maximum Specific Dollar Amount

Save Levy Method

Cancel

District Levy Summary

Subtotals By Levy Category

Title	Limit	Proposed	Certified
GENERAL - RMV VOTER - JOBZ EXEMPT	4,729,533.94	4,729,533.94	0.00
GENERAL - RMV OTHER - JOBZ EXEMPT	3,595,084.92	3,595,084.92	0.00
GENERAL - NTC VOTER - JOBZ EXEMPT	3,916,878.48	3,916,878.48	0.00
GENERAL - NTC OTHER GENED - EXEMPT	0.00	0.00	0.00
GENERAL - NTC OTHER - JOBZ EXEMPT	5,402,420.12	5,402,420.12	0.00
COMMUNITY SERVICE - NTC OTHER - JOBZ EXEMPT	487,590.77	487,590.77	0.00
GENERAL DEBT - NTC VOTER - JOBZ NONEXEMPT	3,315,627.72	3,315,627.72	0.00
GENERAL DEBT - NTC OTHER - JOBZ NONEXEMPT	4,001,947.37	4,001,947.37	0.00
OPEB DEBT - NTC VOTER - JOBZ NONEXEMPT	0.00	0.00	0.00
OPEB DEBT - NTC OTHER - JOBZ NONEXEMPT	2,078,916.14	2,078,916.14	0.00

Subtotals By Fund

Title	Limit	Proposed	Certified
GENERAL FUND	17,643,917.46	17,643,917.46	0.00
COMMUNITY SERVICES FUND	487,590.77	487,590.77	0.00
GENERAL DEBT SERVICE FUND	7,317,575.09	7,317,575.09	0.00
OPEB/PENSION DEBT SERVICE FUND	2,078,916.14	2,078,916.14	0.00

Subtotals By Tax Base

Title	Limit	Proposed	Certified
REFERENDUM MARKET VALUE	8,324,618.86	8,324,618.86	0.00
NET TAX CAPACITY	19,203,380.60	19,203,380.60	0.00

Subtotals By Truth In Taxation Category

Title	Limit	Proposed	Certified
VOTER APPROVED	11,962,040.14	11,962,040.14	0.00
OTHER	15,565,959.32	15,565,959.32	0.00

Total Levy

Title	Limit	Proposed	Certified
TOTAL LEVY	27,527,999.46	27,527,999.46	0.00

Minnesota Department of Education
Levy Limitation and Certification Report
2021 Payable 2022

District Number-Type: 0280-01
District Name: Richfield Public School District
Home County: HENNEPIN

Date Printed: 9/16/21
Limits Updated: 9/15/21
Proposed Submitted: 9/16/21

LIMIT

PROPOSED

SUBTOTALS BY LEVY CATEGORY

- GENERAL - RMV VOTER - JOBZ EXEMPT
- GENERAL - RMV OTHER - JOBZ EXEMPT
- GENERAL - NTC VOTER - JOBZ EXEMPT
- GENERAL - NTC OTHER GENED - EXEMPT
- GENERAL - NTC OTHER - JOBZ EXEMPT
- COMMUNITY SERVICE - NTC OTHER - JOBZ EXEMPT
- GENERAL DEBT - NTC VOTER - JOBZ NONEXEMPT
- GENERAL DEBT - NTC OTHER - JOBZ NONEXEMPT
- OPEB DEBT - NTC VOTER - JOBZ NONEXEMPT
- OPEB DEBT - NTC OTHER - JOBZ NONEXEMPT

The School Board has voted to certify the MAXIMUM levy authority.

After October 1st, the county auditor should consult the Minnesota Department of Education (MDE) website for the district's current levy limitation and use this amount for the Truth in Taxation notices.

SUBTOTALS BY FUND

- GENERAL FUND
- COMMUNITY SERVICES FUND
- GENERAL DEBT SERVICE FUND
- OPEB/PENSION DEBT SERVICE FUND

If there is a change to the district's levy limitation after October 1st, the county will be notified by MDE via email. Before finalizing tax computations for the Truth in Taxation notices, counties should double check the MDE website to be sure no changes have been made to the district's levy limitation that the county is not already aware of through this email process.

SUBTOTALS BY TAX BASE

- REFERENDUM MARKET VALUE
- NET TAX CAPACITY

SUBTOTALS BY TRUTH IN TAXATION CATEGORY

- VOTER APPROVED
- OTHER

TOTAL LEVY

- TOTAL LEVY

The school district must submit the completed original of this form to the home county auditor by September 30, 2021. A duplicate form must be submitted to Minnesota Department of Education, School Finance Division, 1500 Highway 36 West, Roseville, MN 55113, by October 7, 2021.

The certified levy listed above is the levy voted by the school board for taxes payable in 2022.

Signature of School Board Clerk

Date of Certification

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, September 20, 2021

Subject: Workers' Compensation Renewal

(Recommended by the Superintendent)

The administration has worked with Todd Awes and Debbie Thurner from Dolliff Insurance, the District Insurance Consultant, to renew our workers' compensation insurance for 2021-2022 with SFM Insurance. The 2021-2022 insurance premium renewal represents a 3.03% decrease in premium rate, including schedule credits and experience mod adjustments. This results in a 0.64% projected overall reduction with payroll changes from 2020-2021, for a total projected premium of \$409,773, which is an expected decrease of \$2,643 from 2020-2021.

Attachments

Workers' Compensation Proposal

RENEWAL COST COMPARISON

	<u>2020/21</u>	<u>2021/22</u>	<u>% Change</u>
Workers Compensation			
School: Professional Employees Payroll	\$ 38,006,729	\$ 38,875,300	2.29%
Rate	\$.59	\$.59	0.00%
School: All Other Employees Payroll	\$ 2,516,968	\$ 2,563,548	1.85%
Rate	\$ 5.42	\$ 5.76	6.27%
Bus Drivers Payroll	\$ 696,264	\$ 762,348	9.49%
Rate	\$ 5.68	\$ 5.65	-0.53%
Garage Mechanics Payroll	\$ 57,877	\$ 63,000	8.85%
Rate	\$ 4.24	\$ 4.09	-3.54%
Delivery Drivers & Helpers Payroll	\$ 51,894	\$ 53,000	2.13%
Rate	\$ 7.53	\$ 7.81	3.72%
Schedule Credit	12%	14%	2.27%
Experience Mod	1.22	1.19	-2.46%
Total Payroll	\$ 41,329,732	\$ 42,317,106	2.39%
TOTAL	\$ 412,416	\$ 409,773	-0.64%

Loss History with SFM:

Policy Term	Premium	Losses	Loss Ratio	# of Open Claims
9-1-2020/21	\$412,416	\$6,767	1.64%	4
9-1-2019/20	\$421,657	\$238,422	56.54%	1
9-1-2018/19	\$383,844	\$84,763	22.08%	0
TOTAL	\$1,217,917	\$329,952	27.09%	5



EXHIBIT 1**WORKERS COMPENSATION -21/22 QUOTE**

Coverage A: Statutory Benefits

Coverage B: \$500,000 Each Accident – Bodily Injury by Disease
 \$500,000 Policy Limit – Bodily Injury by Disease
 \$500,000 Each Employee – Bodily Injury by Disease

States Included: Minnesota

<u>Description</u>	<u>Class Code</u>	<u>Payroll</u>	<u>Rate</u>	<u>Premium</u>
School: Professional Employees	8868	\$ 38,875,300	\$.59	\$ 229,364
School: All Other Employees	9101	2,563,548	5.76	147,660
Bus Drivers	7382	762,348	5.65	43,073
Garage Mechanics	8385	63,000	4.09	2,577
Delivery Drivers & Helpers	7380	53,000	7.81	4,139
		<u>\$ 42,317,196</u>		
Standard Premium				\$ 426,813
Increased Limits Charge				+ 3,415
Experience Modification Adjustment (1.19)				+ 81,743
Scheduled Credit (14%)				- 71,676
Premium Discount				- 47,098
Terrorism				+ 2,116
Expense Constant				+ 205
Minnesota Special Compensation Fund Assessment				+ 14,255
Total Estimated Premium				\$ 409,773

Subject to Audit



Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, September 20, 2021

Subject: Collective Bargaining Agreement with Education Richfield for years 2021-2022 and 2022-2023

(Recommended by the Superintendent)

It is recommended that the Board of Education approve the proposed Master Agreement with the Education Richfield teachers' bargaining unit for the years 2021-2022 and 2022-2023.

Background Information

(Prepared by Craig Holje)

A tentative agreement was reached regarding the 2021-2023 Master Agreement with Education Richfield.

This agreement was ratified by Education Richfield on Wednesday, September 8, 2021. It is recommended that the School Board approve the agreement.

The essential financial changes to the agreement include the following:

Base Salary and Benefit Summary
Year 1 - July 1, 2021 – June 30, 2022

- 1.) Base Salary Schedule increase as follows:
 - a. \$1,400 all Bachelors Lanes Steps 1 through 7
 - b. \$1,000 all Bachelors Lanes Steps 8 through 20
 - c. \$1,800 all Masters and PhD Lanes Steps 1 through 11
 - d. \$1,600 all Masters and PhD Lanes Career Step 12
 - e. \$1,800 all Masters and PhD Lanes Career Step 16
 - f. \$2,000 all Masters and PhD Lanes Career Step 20
- 2.) Health Insurance – No change
- 3.) Dental Insurance – No change
- 4.) Co-Curricular Schedule – 2% increase
- 5.) Summer/ALC/Instructional Rate increase by \$1/hr to \$36.50
- 6.) Curriculum Writing/Staff Development increase by \$.50/hr to \$36.00
- 7.) Extended Time increase to \$300/day and include 2 additional positions

- 8.) Add High School Robotics at .700 factor
- 9.) Add \$500 to bilingual stipend (now \$1,500)

Year 2 - July 1, 2020 – June 30, 2021

- 1.) Base Salary Schedule increase: 2% all cells
- 2.) Health Insurance – No change
- 3.) Dental Insurance – No change
- 4.) Co-Curricular Schedule – 2% increase
- 5.) Summer/ALC/Instructional Rate increase by \$1/hr to \$37.50
- 6.) Curriculum Writing/Staff Development increase by \$.50/hr to \$36.50

Language Items:

1. Adjusted language in VEBA section to provide administrative fees paid by district for all active employee which then become responsibility of individual at time of employment termination
2. Provide post-employment health reimbursement account through third-party administrator identified by District
3. Developed a Memorandum of Agreement (MOA) establishing a Substitute Committee
4. Language adjustment in Meeting and Preparation MOA regarding scheduling of PLC and collaboration meetings
5. Eliminated the Board Bulletin as a posting location for vacancies
6. Clarified language in the Discipline section regarding notification
7. Define “day” in the Grievance section as any day other than a Saturday, Sunday or District Identified Holiday.

RICHFIELD PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT
NO. 280

MASTER AGREEMENT

with

EDUCATION RICHFIELD

for

2021 - 2023

ARTICLE I
PURPOSE OF AGREEMENT

This Master Agreement, entered into between the Board of Education of Independent School District No. 280, Richfield, Minnesota (hereinafter referred to as the School Board, Board, School District, District), and Education Richfield (hereinafter referred to as ER, Exclusive Representative), pursuant to and in compliance with the Public Employment Labor Relations Act (hereinafter referred to as P.E.L.R.A.), provides the terms and conditions of employment for teachers during the term of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. In accordance with P.E.L.R.A., the School District recognizes ER as the Exclusive Representative of teachers employed by Independent School District No. 280. The ER, as Exclusive Representative, shall have those rights and duties as prescribed by P.E.L.R.A. in the provisions of this Agreement and in said Act.

Section 2. The Exclusive Representative shall represent all the teachers of the District as defined in Article III of this Agreement.

Section 3. The District agrees not to negotiate with or recognize any teacher's organization other than ER so long as ER is the duly authorized, exclusive bargaining agent of the teachers in this District. Both parties acknowledge that their rights and responsibilities are those set forth in P.E.L.R.A. and anything in the Agreement not in conformity with said Act shall be null and void.

ARTICLE III
DEFINITIONS

Section 1. "Teacher" shall mean all persons in the appropriate unit employed by a school district in a position for which the person must be licensed by the State Department of Education and as defined in P.E.L.R.A. who are employed for more than fourteen (14) hours per week and for more than one hundred (100) work days per year, including those on leave of absence who are guaranteed a position upon their return. "Teacher" shall also mean those reserve teachers hired to replace an absent teacher, which absent teacher at the time of absence is a public employee, when the reserve teacher is employed more than 30 working days as a replacement for that teacher. Reserve teachers who meet the foregoing qualifications shall be entitled to the benefits established by this Agreement on their thirty-first (31st) day of employment. Excluded from the unit are supervisory employees, confidential employees, superintendents, assistant superintendents, and also principals, assistant principals who devote more than fifty percent (50%) of their time to administrative or supervisory duties, and all other employees excluded by P.E.L.R.A.

Section 2. The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies included in this Agreement. The term does not mean educational policies of the School District.

Section 3. Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE IV
RIGHTS AND RESPONSIBILITIES OF THE BARGAINING PARTIES

Section 1. It is recognized that the parties to this Agreement have certain rights and responsibilities as set forth in P.E.L.R.A. and that both parties must conduct themselves pursuant to the legal rights and responsibilities as defined in the statutes of the State of Minnesota.

Section 2. Both parties acknowledge that they are bound to all applicable statutes of the State of Minnesota and the United States of America and that they must responsibly keep and abide by such statutes including the rights conferred thereby to individuals. If any provision of this Agreement is inconsistent or in violation of the aforesaid statutes, such provisions shall be invalid but shall not void or destroy the other provisions in this Agreement.

Section 3. The School District is to furnish to the Exclusive Representative information or statistics which are pertinent to the bargaining process or the implementation of the Agreement. This information is to be furnished as requested as soon as feasible under reasonable procedures.

ARTICLE V
TEACHER'S RIGHTS

Section 1. Personnel Files

- A. All evaluations and files relating to each individual teacher shall be available to the teacher upon written request to the Superintendent of Schools or designee, except those generated outside the District prior to January 1, 1976 shall be available at Superintendent's discretion.
- B. A representative of ER may, at the teacher's request, accompany the teacher while these files are being examined. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein.
- C. When any material that is used as a basis for discipline of an individual teacher is included in the teacher's personnel file, the teacher shall be notified within ten (10) school days of the inclusion date.

- D. The District shall expunge from the teacher's file any material found to be false or inaccurate through the grievance procedure. The expungement proceedings shall begin within twenty (20) days after the teacher has knowledge of the inclusion in the files of the material to be expunged.
- E. Inactive files will be handled as required by law.
- F. The official record will be the one kept in the School District Office and/or maintained on District managed network file servers.

Section 2. Representation

If any teacher reasonably believes that discipline may result from a meeting with a supervisor and requests the presence of a representative of ER, the discussion will then be postponed until a further meeting with an ER representative present can be scheduled.

Section 3. Posting of Positions

Any vacancy of a teaching or co-curricular position will be communicated to all teachers through notice on the District website and all-district email. If a decision is made to combine co-curricular positions and stipends, the combined position will be posted.

Section 4. Transfers

A. Voluntary Transfers

1. A request for a transfer involving assignment to another school building within the District should be submitted to the Human Resources Department by March 1. Such request should include specific reasons for the desire to transfer.
2. A request for a change in grade level within the building should be submitted to the appropriate school principal by March 1.
3. Teachers requesting a transfer will receive written notification of the disposition of the request by May 15.

B. Involuntary Transfers

Notice of involuntary transfers shall be given to the teacher involved by May 15. At the time of notice or prior thereto, the teacher involved will be notified of the reasons for the transfer and shall have the right to meet with the Superintendent or designee. Changes in teaching assignments made after May 15 shall be limited to the minimum needed to meet the needs of the District educational program.

Section 5. Absence Related to Teacher Responsibility

If a teacher is required to attend a legal proceeding under direction of a subpoena, an order of a judge, or a request by attorneys representing the School District which pertains to actions taken by the teacher while fulfilling employment responsibilities, the teacher will not incur any loss of salary or leave time.

Section 6. Discipline

It is expected that teachers will use professional judgment and accepted methods to maintain order, or to protect persons or property.

ARTICLE VI
PROFESSIONAL ORGANIZATION RIGHTS

Section 1. Dues Check Off

Teachers shall have the right to request and be allowed dues check off for the Exclusive Representative as provided in statute. A uniform procedure for processing dues check off will be established. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. The act of providing dues check off shall not be interpreted to indicate recognition of any organization under the terms of this Agreement.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the exclusive representative as provided in this Agreement.

Section 2. Political Action Deductions

Teachers shall have the right to request and be allowed a salary deduction for one political action committee as identified by the Exclusive Representative. A uniform procedure for processing and required documentation authorizing deductions will be established and managed by the Exclusive Representative. Deductions will be identified at the beginning of the school year and processed from each remaining payroll. The Exclusive Representative is responsible for all legal and compliance issues associated with this deduction.

Section 3. Transferral of Funds

The District shall transfer to ER all money it has deducted at the request of ER members under the provisions of Section 1 and 2 of this Article. Each of the transfers provided in this Section shall be completed on or before the end of each month during which payroll deductions are made and shall be accompanied by an alphabetical list of the names of teachers for whom deductions were made.

Section 4. Professional Organization Leave

The Exclusive Representative will be granted annually a total of twenty-eight (28) days, non-accumulative, to be used by organization members for attendance at conferences, meeting and conventions and/or for processing grievances, negotiation, mediation sessions and/or arbitration hearings. An additional ten (10) days annually, nonaccumulative, shall be available for use by the Exclusive Representative by paying the reserve teacher cost. These days are to be distributed by the President of the organization. Half-days are acceptable. Advance notice of the time desired will be submitted to the Human Resources Department.

Up to three (3) fully paid days and up to three (3) days wherein the union pays the reserve teacher costs, not used in the previous year, may accumulate for use in the subsequent year by the organization members as referred to above in this section.

Section 5. Education Richfield Activities

The Exclusive Representative shall have the right to use the District mail service, bulletin boards, buildings, equipment and access to District provided e-mail, as well as conduct meetings in accordance with written guidelines contained in the Board Policies, Administrative Guidelines and Employee Handbook.

ARTICLE VII
TEACHERS' CONTRACTS

Section 1. Continuing Contracts

- A. A continuing contract may be for the length of a specific program and is not necessarily for the School Year as specified in Article XIII, Section 1.
- B. Retention of license(s): Teachers hired on and after January 1, 2004 shall be required to maintain the license(s) in the major area(s) they were initially hired with or which they are currently teaching unless they have not taught in an area of licensure within the last five (5) years of employment in the District. Violation of this provision shall be deemed to be insubordination and may result in discipline up to and including termination of the teacher's individual contract under Minn. Stat. § 122A.40.

Section 2. Probationary Contracts

A probationary contract may be issued to any legally licensed teacher who is in a probationary period as defined by Minnesota Statute. This contract may be for the length of a specific program and is not necessarily for the School Year as specified in Article XIII, Section 1.

Section 3. Temporary Contracts

- A. A temporary contract may be issued to a legally licensed teacher who is serving during the duration of a year's leave of absence of a regularly contracted teacher in the Independent School District No. 280.
- B. Salaries for a temporary contract shall be determined in the same manner as salaries for a probationary or continuing contract.
- C. Personnel teaching under a temporary contract must formally apply to the Human Resources Department as any candidate desiring a teaching position in Richfield. Teachers who have a temporary contract must also formally apply to the Human Resources Department to be eligible for another temporary contract.
- D. A year under temporary contract will count as a valid probationary year if the teacher is hired for the ensuing year.

Section 4. Long Term Agreements

- A. A long term agreement for less than a school year may be issued to a legally licensed teacher for the purpose of filling vacancies which may have been caused by leaves of absence.
- B. Reserve teachers as defined in Article III, Section I shall on the thirty-first (31st) day of employment be issued a long term Agreement for salary purposes retroactive to the first day of the thirty-day period. If the individual can qualify for health and accident coverage, it will be made available at the individual's expense.
 - 1. If the individual is to be employed for more than half the year, the District shall pay the premium to the same extent as any other teacher on a Long Term Agreement.
 - 2. If the initial employment was to be for less than half of the school year but extends beyond eighty-five (85) days, the District will reimburse the individual for the cost of the premium to the same extent as any other teacher on a Long Term Agreement.
- C. Salaries for a long term agreement shall be based on the first step of the training category for which the teacher is qualified or some greater amount as agreed upon by the parties.
- D. Personnel teaching under a long-term agreement must formally apply as any other candidate if they desire a position for the ensuing year.
- E. Personnel teaching under long term agreements are eligible for one (1) sick leave day per month of teaching and shall be paid for holidays specified in Article XIII, Section 1 if they occur during their time of employment.

Section 5. Teachers Employed in a Part-time Position or as a Part-time Teacher

Beginning with the 2011-2012 school year, for every two years that a teacher subsequently works in Richfield less than .4 FTE, the teacher will receive ½ year experience credit on the salary schedule. For each year of service in Richfield, teachers working .4 FTE up to .6 FTE will receive ½ year experience credit and teachers working .6 FTE or more for the year will receive one year of experience credit.

Section 6. Sharing of Positions

A. Teachers who have been issued continuing contracts under Section 1 of this Article may request to share a teaching position as provided herein. A teacher selected to share a position shall retain membership in the Bargaining Unit and shall, therefore, be considered to meet the definition of "Teacher" in Article III, Section 1. The terms and conditions of this Master Agreement shall apply unless expressly altered in the following Divisions of this Section.

1. Those teachers wishing to share a position shall make application to the Human Resources Department. Initial or renewal applications should be made as early as possible to facilitate staffing plans for the following school year during which the position will be shared.
2. Applications may or may not be approved and/or renewed on a yearly basis at the discretion of the Director of Human Resources. At the time an application is approved, participating teachers shall mutually agree in writing: to the dates of duty, that the reduction in hours is wholly voluntary for unemployment compensation purposes during that year, to the repayment of any salary advanced that is subsequently unearned, and to any other necessary conditions which are consistent with the provisions of this Section. A copy of this Agreement shall be forwarded to the Exclusive Representative.

A shared position may include a .5 FTE vacancy created when a 1.0 FTE teacher assumes a .5 FTE teacher on special assignment position.

- B. A teacher who is sharing a position under the provisions of this Section shall retain full seniority rights and shall be considered to meet the definition of "Teacher" in Article X, Section 10, Div. B, Subd. 1.
- C. A teacher who is sharing a position under the provisions of this Section shall retain the right to elect all insurance coverage (e.g. Hospitalization-Major Medical, Life Insurance, Long Term Disability Insurance, Dental). Premiums will be prorated for any teacher assuming a share position from the onset of the assignment. Long Term Disability benefits shall be determined as provided in Article XV, Section 2. Teachers assuming shared positions will be eligible for LTD benefits based on their shared salary level. Teachers sharing a position shall be immediately eligible for all fringe benefit improvements or new programs as they become effective.
- D. A teacher who is sharing a position shall retain for use all accrued sick leave. Additional sick leave shall be accrued on a prorated basis according to the number of days of duty.

- E. The District contribution to the Tax Deferred Program shall continue on a matching basis according to the provisions of Article XV, Section 4; however, the District shall match the appropriate percent of the salary which is actually paid to the teacher rather than the scheduled salary.
- F. A teacher who is sharing a position shall be eligible for the provisions of Article XVIII, Section 7, Incentive for Early Retirement, with the benefit prorated. Teachers sharing a position after July 1, 1998 will receive a prorated benefit for the years of shared service after July 1, 1998.
- G. A teacher who has three (3) years or more of allowable service in Minnesota schools may pay into the Minnesota Teachers Retirement Association fund upon the same basis and in the same amounts as would be payable or accrued were the teacher not sharing a position. To qualify for this provision the criteria established in M.S. 354.66 must be met. A teacher's contributions based on this Division may not be continued for a period longer than ten (10) years.
- H. The amount of pay for a teacher sharing a position shall be prorated according to Article XVI, Section 4, Daily Rate of Pay. The method of pay shall be as provided in Article XVI, Section 1; unless the teacher elects to receive complete payment during the period of duty.
- I. Placement on the salary schedule for a teacher sharing a position shall be according to Article VIII.

ARTICLE VIII

FACTORS INVOLVED IN DETERMINATION OF SALARY

Section 1. Placement on Salary Schedule

Each teacher shall be placed and paid on the proper step or half step and lane of the salary schedules of Appendix A or B. This amount shall be termed the scheduled salary. Beginning with the 2011-2012 school year, for every two years that a teacher subsequently works in Richfield less than .4 FTE, the teacher will receive ½ year experience credit on the salary schedule. For each year of service in Richfield, one half year experience credit on the salary schedule will be granted for teachers working the equivalent of .4 FTE up to .6 FTE during the year, and one year of experience credit will be granted for teachers working .6 or more for the year.

Section 2. Lane Placement

A. Bachelor's Degree

A completion of a four-year college course at an accredited teacher training institution with the granting of a degree of B.A., B.S., B.E., or a degree of equal value.

B. Bachelor's Degree Plus 10 Semester Hour Credits

The four-year definition as above plus 10 semester hour credits, these to be acquired after the granting of the degree that qualified the individual for a teaching license and shall be either graduate or undergraduate credit in the teacher's field or related fields.

C. Bachelor's Degree Plus 20 Semester Hour Credits

The four-year definition as above plus 20 semester hour credits, these to be acquired after the granting of the degree that qualified the individual for a teaching license and shall be either graduate or undergraduate credit in the teacher's field or related fields.

D. Bachelor's Degree Plus 30 Semester Hour Credits

The four-year definition as above plus 30 semester hour credits, these to be acquired after the granting of the degree that qualified the individual for a teaching license and shall be either graduate or undergraduate credit in the teacher's field or related fields.

E. Bachelor's Degree Plus 40 Semester Hour Credits

The four-year definition as above plus 40 semester hour credits, these to be acquired after the granting of the degree that qualified the individual for a teaching license and shall be either graduate or undergraduate credit in the teacher's field or related fields.

F. Master's Degree

Requires the completion of one year of graduate work at an accredited teacher-training institution with the granting of a degree of M.A., M.S., or a degree of equal value.

G. Master's Degree Plus 10 Semester Hour Credits

Requires the completion of 10 semester hour graduate credits in the teacher's field or related fields after the granting of the degree of M.A., M.S., or a degree of equal value that qualified the individual for a teaching license.

H. Master's Degree Plus 20 Semester Hour Credits

Requires the completion of 20 semester hour graduate credits in the teacher's field or related fields after the granting of the degree of M.A., M.S., or a degree of equal value that qualified the individual for a teaching license.

I. Master's Degree Plus 30 Semester Hour Credits

Requires the completion of 30 semester hour graduate credits in the teacher's field or related fields after the granting of the degree of M.A., M.S., or a degree of equal value that qualified the individual for a teaching license.

J. Master's Degree Plus 40 Semester Hour Credits

Requires the completion of 40 semester hour graduate credits in the teacher's field or related fields after the granting of the degree of M.A., M.S., or a degree of equal value that qualified the individual for a teaching license.

K. Specialists Degree

A Specialists Degree from an accredited teacher-training institution will be recognized as the equivalent of a Master's Degree Plus 40 Semester Hour Credits.

L. Doctorate

Requires the awarding of a Ph.D. or Ed.D. at an accredited teacher training institution.

M. School Nurses

The salary for a Public Health Nurse shall be on the basis of the Salary Schedules in Appendix A or B. Credits for lane placement for Public Health Nurses must be in the field of Public Health Nursing or related fields as approved by the Superintendent or designee.

Section 3. Board and Graduate Credits

A. Board Credits

The District may approve credits for lane change purposes upon the completion of district organized professional growth classes which take place outside the school day. One credit may be approved for every 15 hours. Partial credit will not be given for workshops or portions of less than 15 hours. Teachers must receive certification of completion of the course requirements to receive credit. Teachers receiving credit will not receive any other hourly remuneration for the classes.

B. Graduate Credits Prior to Receiving Teaching License

For new hires on and after July 1, 2001, academic credit earned in connection with securing a teaching license following the attainment of a non-teaching degree before initial employment may be considered and granted at Board discretion if the work is completed in a graduate program.

C. Credits Granted in Master's Categories

A teacher with a Master's Degree may, with the approval of the administration, fulfill the requirement of the Master's Degree Plus 10 category through Master's Degree Plus 40 category with either graduate or undergraduate credits.

D. Prior Approval

Credits earned through college coursework to be considered for lane advancement must be approved by the Human Resources Department in writing prior to taking the courses. In the event of a course cancellation, amended request for approval shall be made by the teacher as soon as possible. A form for such purposes will be provided by the school district.

Section 4. Lane Change

The level of training for placement on the salary schedule shall be determined by the amount of training as of October 1 and/or February 1 and/or April 1 of each school year. Training credits filed by October 1 shall be retroactive to the beginning of that particular school year. Training credits filed by February 1 will receive credit for one-half year, and training credits filed by April 1 will receive credit for one-fourth year.

Section 5. Required Credits

In those cases where the District requests a teacher to obtain an additional license to meet District needs, the teacher will be reimbursed for the cost of tuition and required text books incurred in meeting the licensure requirements.

Section 6. Physical Examinations

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

Section 7. Annual Increments

- A. The salary schedules are not to be construed as a part of a teacher's continuing contract and the School Board reserves the right to withhold increment advance and lane changes or any other salary increase as the School Board shall determine.

Annual increments for the life of this Agreement shall be according to the salary schedule and provisions attached hereto until the schedule maximums are reached. The annual increment shall be contingent upon satisfactory work and evidence of growth on the part of licensed personnel. The School Board may, upon recommendation of the Superintendent, withhold increments provided, however, that any teacher aggrieved by such withholding shall have recourse to the grievance procedure provided herein. The Board acknowledges that its proof of dissatisfactory performance must be clear and convincing and that it must produce such proof in the handling of any grievance under this Section.

- B. The Superintendent's Office will warn any teacher whose work may become unsatisfactory whenever such evidence becomes apparent so that correction can be attempted.
1. In the event of dissatisfaction with a licensed person's performance, the principal shall notify the teacher, in writing, prior to February 1, stating the specific areas of criticism in order that a program of improvement can be implemented.
 2. The principal shall develop with the licensed person and all such other personnel deemed appropriate by the principal or the licensed person, a program of improvement. This program will be in writing and signed by the licensed person and principal.
 3. Not later than March 30, the principal shall prepare a written report to the Superintendent concerning the licensed person's progress on the program of improvement. A copy of this written evaluation shall be given to the licensed person within five (5) days.
 4. If progress toward a program of improvement is not satisfactory after an agreed period of time, the annual increment or salary increase may be withheld in accordance with subsection A. above.

Section 8. Credit for Outside Experience

A teacher who has had prior teaching experience or experience in other fields of endeavor will be placed on the salary schedule as agreed between the School Board and the teacher at the time of hiring.

ARTICLE IX
TERMINATION OF CONTRACT

Section 1. Resignations

Written resignations of a teacher shall be submitted to the Human Resources Department prior to April 1 provided negotiations have been completed for a Master Agreement for the succeeding school year in compliance with P.E.L.R.A. prior to March 1. The teacher's right of resignation shall be extended to the 30th calendar day following the adoption of the Master Agreement in compliance with P.E.L.R.A. Such written resignation by the teacher shall be effective as of June 30 if submitted prior to that date or, if submitted thereafter, shall be effective July 15, and the teachers' right of resignation for the school year then beginning shall cease on July 15.

The School Board may accept a resignation during the school year at its sole discretion.

Section 2. Probationary Teachers

During the probationary period, annual contracts may or may not be renewed as the School Board sees fit. If it sees fit not to renew a contract, it shall give the teacher written notice to that effect before July 1. The teacher may request in writing the reason for nonrenewal of the contract and the School Board must furnish such reason within ten (10) days after the request. The School Board also must include in its response a statement that appropriate supervision was furnished as set forth in Subdivision 5 of M.S. 122A.40.

Section 3. Continuing Contract Teachers

A teacher who holds a continuing contract shall be entitled to have the contract remain in full force except as modified by mutual consent:

- A. Until the contract is terminated by majority roll call vote of the full membership of the School Board on the basis of any of the grounds set forth in Subdivision 9 of M.S. 122A.40.
 - 1. Inefficiency in teaching or in the management of a school, consistent with Minnesota Statutes section 122A.40 subdivision 8, paragraph (b);
 - 2. Neglect of duty or persistent violation of school laws, rules, regulations or directives
 - 3. Conduct unbecoming a teacher which materially impairs educational effectiveness
 - 4. Other good and sufficient grounds rendering the teacher unfit to perform the teacher's duties.

Before a teacher's contract is terminated by the School Board under Subdivision 9, the School Board shall notify the teacher in writing, stating its grounds for the proposed termination in reasonable detail and informing the teacher of the right to make a written request for a hearing, before the School Board within fourteen (14) days after receipt of such notification. If the teacher makes a request for a hearing before the School Board within fourteen (14) days after receipt of the notification, the School Board shall grant the hearing before final action is taken. If no hearing is requested, lack of such request shall be deemed agreement by the teacher to the School Board's action to terminate.

- B. Until the teacher resigns in writing.
- C. Until the teacher is discharged effective immediately, on any grounds set forth in Subdivision 13 of M.S. 122A.40.
 - 1. Immoral conduct, insubordination or conviction of a felony.
 - 2. Conduct unbecoming a teacher which requires the immediate removal of the teacher from classroom or other duties.
 - 3. Failure without justifiable cause to teach without first securing the written release of the School Board.
 - 4. Gross inefficiency which the teacher has failed to correct after reasonable written notice.
 - 5. Willful neglect of duty.

6. Continuing physical or mental disability subsequent to a twelve (12) month leave of absence and inability to qualify for reinstatement in accordance with statute. Prior to discharging a teacher under Subdivision 13, the School Board shall notify the teacher in writing and state its grounds for the proposed discharge in reasonable detail. Within ten (10) days after receipt of the notification, the teacher may make a request for a hearing before the School Board and it shall be granted before final action is taken. The School Board may, however, suspend the teacher with pay pending the outcome of such hearing, and the determination of the issue raised after charges have been filed as grounds for discharge. In the event the teacher is suspended because of being charged with a felony, the suspension will be without pay.

ARTICLE X
LEAVES OF ABSENCE

Section 1. Sick Leave

- A. Sick leave allowance of twelve (12) days per year, accumulative, shall be allowed.
- B. One (1) additional day of sick leave on an accumulative basis shall be allowed for summer school. If unused, this day will be added to the total accumulated sick leave to date.
- C. Days of sick leave shall be credited when the school year starts. Teachers who work less than the full school year shall receive sick leave on a pro rata basis.
- D. A day for the purposes of this Section shall be equal to the hours the individual works in a regular school day.
- E. A report of the balance of the accumulated sick leave will be reported on the employee's regular bi-monthly pay report.
- F. Sick leave days accumulated prior to each July 1 will remain in force.
- G. A teacher with accumulated sick leave, employed in summer school, shall be eligible to use accumulated sick leave during the regularly scheduled summer school period. A day of sick leave used during summer school shall result in a deduction of a full day of sick leave.
- H. The procedure for use of sick leave shall include the prompt reporting of the absence.
- I. A teacher may use one (1) day of sick leave for each day of personal illness. Sick leave pay shall be allowed by the school district whenever a teacher's absence is found to have been due to illness which prevented the teacher's attendance at school.
- J. A teacher may use one (1) day of accumulated sick leave for each day of illness of the teacher's child who is less than eighteen (18) years old, or up to 20 years old and attending a secondary school due to an illness of or injury to the child for such reasonable periods as the employee's attendance with the child may be necessary.

- K. A teacher who has been employed by the district for the most recent 12 month period and holds a .5 FTE or greater position may use up to one-hundred-sixty (160) hours of accumulated sick leave during the school year as is medically necessary to care for a critically ill spouse, parent, step-parent, parent-in-law, adult child, sibling, grandchild, or grandparent, . Any teacher who was not employed for at least .5 FTE the previous year may use up to 2 days of accumulated sick leave for this purpose.
- L. A teacher may use up to two (2) days of accumulated sick leave to care for a newly born or adopted child. Beginning July 1, 1999, unused personal leave, set out in Section 3, may accumulate to a maximum of fifteen (15) days to be used to care for a newly born or adopted child.

M. Medical Certificate

The School District may require a teacher to furnish a medical certificate from a licensed medical professional as to evidence of illness, medical condition (e.g. childbirth), or accident, indicating such absence was due to illness or injury, to qualify for sick leave pay. Such medical certificate may pertain to the teacher, child, or other individual as appropriate to the Division of Section 1 cited in the leave request. Any leave of five or more consecutive days of absence or intermittent days required to care for the same medical condition within the same school year will require a medical certificate from a licensed medical provider. The final determination as to the eligibility of a teacher for sick leave is reserved to the School District. In the event that a medical certificate will be required for unrelated intermittent leave, the teacher will be so advised.

Section 2. Disaster Leave

If the following conditions are met, additional sick leave benefits shall be granted to any teacher who has exhausted accumulated sick leave, personal leave, and all other types of paid leave for which the teacher is eligible: (1) the teacher has been continuously disabled and unable to teach for a period of 30 or more consecutive duty days, as certified by a physician; (2) the teacher is suffering from a catastrophic illness or injury, as defined below; (3) the teacher is not under investigation; (4) the teacher has not received notice of termination or provided notice of resignation or retirement; (5) the teacher has submitted a written application for disaster leave benefits to the Human Resources Department; and (6) the application and supplemental materials required for LTD benefits have been submitted to the insurance carrier. If these conditions are met, disaster leave benefits shall commence as of the duty day immediately following the last day of regular sick leave and personal leave payment. In the event the teacher is under investigation when the employee would otherwise qualify for disaster leave, the benefits shall commence as of the duty day of final disposition of discipline or the original date of eligibility if the allegations are determined to be unfounded. Disaster leave benefits shall continue only for period during which the teacher remains continuously disabled and unable to teach and shall cease no later than the 78th calendar day of the catastrophic illness or injury.

For purposes of this Article, an employee suffers from a “catastrophic illness or injury” if the employee has a critical, non-occupational illness or injury that prevents the employee from performing his/her job duties, has a diagnosed disability that would generally qualify for LTD and is of sufficient severity that the employee is likely to be found eligible for LTD benefits as certified

by a physician. Examples of catastrophic illnesses or injuries include, but are not limited to, cancer, paralysis, brain injury, spinal injury, or amputation.

Normal pregnancies, childbirths without complications, and elective surgeries that do not arise out of a serious health condition do not qualify as a catastrophic illness or injury.

Section 3. Personal Leave

- A. Each regularly employed teacher may be granted three (3) days of personal leave per year, which will be deducted from accumulated sick leave when used, to handle important personal matters at the teacher's own discretion. Requests for such leave must be made to the building principal at least two (2) work days in advance. Not more than five percent (5%) of a building's teaching staff, or two members, whichever is greater, shall be permitted to use this personal leave at one time. If the number of requests received at least eight (8) weeks in advance exceeds the maximum for a given date, the principal will give priority to individuals who have not used this provision in the past.
- B. Only one day per year may be used on a day immediately preceding or following a break in the school calendar. Additional days connected to a break within the same school year or consecutive days connected to a break will be without pay unless emergency circumstances allow leave under Sections 1, 2, or 4. For purposes of this section, a break in the school calendar is considered any day, other than Saturdays or Sundays, staff are not assigned to be at work.

The District may approve requests from continuing contract teachers to waive the above provision (Article X, Section 3B) due to unique circumstances (e.g. weddings, graduations out of state, elective surgery), once in a teacher's career, provided written notice of such request is made at least four (4) weeks in advance of the intended date of the personal leave of absence.

- C. Unused personal leave may accumulate to a maximum of fifteen (15) days, for use in accordance with Article X, Section 1, Division L of this agreement.
- D. In the event a teacher expends all available personal leave days during the year to observe religious holidays, and either has a unique circumstance or otherwise is required to be absent from work to handle important personal matters that could not be handled outside of the duty day, the teacher may request up to two (2) additional days of accumulated sick leave be made available during the year. Determination regarding the eligibility of the additional days of absence will be at the discretion of the District.

Section 4. Bereavement Leave

Upon advance notice and arrangement with the building principal, up to five (5) days per year of paid leave, non-accumulative, may be used by a teacher for the attendance at or to make the arrangement for the funeral of a relative or friend. Days used for bereavement leave are not deducted from accumulated sick leave.

Section 5. Unpaid Leave

Leaves for other reasons may be granted by the Human Resources Department subject to a determination by the Superintendent or designee that the leave of absence will not interfere with the quality of the educational program. Unpaid leave may not be taken unless prior approval is given. Such leave will result in a full day's deduction in salary as computed in Article XVI, Section 4.

Section 6. Leave for Jury Duty

- A. If a teacher is summoned for jury duty day(s), including the extended school year program, notice thereof will be promptly given to the Human Resources Department and paid leave shall be granted for the period of jury duty required.
- B. The teacher shall reimburse the District any per diem paid to a juror by the court for jury duty service, except that the teacher shall retain any mileage and meal allowance paid by the court as well as a sum equal to parking fees paid during the term of jury duty.

Section 7. Professional Leave

Teachers may, upon application and subject to the approval of the District, be granted leave for the purpose of professional visitation. Teachers using such leave shall not receive a salary deduction or loss of accumulated personal leave. A written report of the professional visitation shall be given to the teacher's building Principal, if requested.

Section 8. Extended Leaves

A. Child Care Leave

- 1. A child care leave, without pay, may be granted by the School District subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the teacher for an extended period of time.
- 2. A teacher making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least four (4) calendar months before commencement of the intended leave. The parties recognize that adoption or illness of a child may on occasion not allow four (4) months' notice; under such circumstances, the parties shall act reasonably.
- 3. The beginning and ending dates of the child care leave shall be agreed upon by the teacher and the school district with every attempt made to have these days coincide with natural breaks in the school year.
- 4. In making a determination concerning the commencement and duration of a child care leave, the School Board shall have complete discretion but shall not, in any event, be required to:
 - a. Grant any leave more than two full school years in duration.

- b. Permit the teacher to return to his or her employment prior to the date designated in the request for child care leave.
5. A teacher returning from child care leave shall be reemployed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave.
6. Failure of the teacher to return on the date determined under this Section shall constitute grounds for termination unless the School District and the teacher mutually agree in writing to an extension of the leave.
7. A full time teacher may take a child care leave of 30 days or less without loss of full step advancement or credit for a probationary year of service.

B. Professional Growth, Study or Career Development

1. Leave of absence, without pay, may be granted for professional growth, study or career development. In addition, a leave of absence not included in the above may be granted by the Superintendent.
2. A teacher returning to work from a full year's leave of absence shall be placed on the next step of the salary schedule. If the teacher takes a partial year leave, step advancement will be determined based on the amount of time worked in the District per Article VIII, Section I.
3. The teacher granted a leave of absence for career development shall not be eligible for the District Long Term Disability Insurance.
4. A teacher shall notify the Superintendent's Office in writing, no later than March 15, requesting an extension of the leave, indicating intent to return or intent to terminate employment.
5. If the teacher fails to comply with the provisions of Subdivision 4 of this Division the District will attempt to notify the teacher in writing, with a copy to ER, of such failure and the provisions of this Division. Failure of the teacher to respond to this notice by April 1 shall constitute a resignation from the teaching position.

C. State and Federal Leaves of Absence

1. Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) of 1993 provides for up to a twelve (12) week leave of absence. This leave is unpaid except as otherwise provided in Article X, Section 1, Sick Leave. Health insurance costs would be the same as if the employee were actively working for that twelve (12) week period as defined in Article XV, Fringe Benefits.

For further information, contact the Human Resources Department.

2. Statutory Extended Leaves of Absence

Pursuant to Minn. Stat. 122A.46, the Board may grant an extended leave of absence without salary to any full- or part-time teacher who has been employed by the District for at least five years and has at least ten years of allowable service in Minnesota schools. The duration of the leave must be determined by mutual agreement and shall be at least three but no more than five years. The teacher shall have the right to be reinstated unless the teacher fails to give notice of intent to return before February 1 in the school year preceding the school year in which the teacher wishes to return. The school board is not obligated to reinstate a teacher who takes a full- or part-time teaching position in another Minnesota school district while on an extended leave pursuant to the above noted statute. A related statute also provides the teacher with the option of paying the employee and employer contributions to TRA.

For further information contact the Human Resources Department.

3. Military Leaves

All of the employees under this Agreement shall be entitled to the benefits for military leave as set forth in the applicable statutes of the United States or the State of Minnesota.

D. Other Extended Leave

1. A leave of absence, without pay, not included in other Divisions of this Section may be granted by the Superintendent under extenuating circumstances.
2. The teacher shall notify the Superintendent of the ability to return to employment at least two (2) weeks before the teacher is to return to employment. If mutual agreement on a return date cannot be reached, the Superintendent's Office may defer the date of return to the beginning of the next marking period.
3. A teacher returning from leave of absence will be placed on the salary schedule pursuant to the individual's approved credited experience.

E. Sabbatical Leave of Absence

1. General Statement

One year or part of a year may be granted to members of the licensed staff for the purpose of professional advancement, subject to the conditions established herein.

2. Policy and Procedures

- a. To be eligible for sabbatical leave an individual must have taught for seven (7) full years in the Richfield Public Schools. At the discretion of the Board of Education, a sabbatical leave may be approved for a teacher with seven or more full years of

teaching experience, but less than seven (7) full years in the Richfield Public Schools.

- b. It is required that teachers desirous of sabbatical leave apply in writing for such leave. The application shall contain a detailed description of the planned course of study or prospectus of proposed activity and a statement as to how and why such program will benefit the District. The description must identify all pertinent details of the proposed program, including but not limited to the institution or location where the program will be pursued, courses and / or credits to be carried, dates of study, and degrees or certificates to be earned.
- c. Minimum sabbatical requirements are as follows:
 - (1) Teachers with less than a Master's Degree must have been accepted in a graduate school, have attained at least a Bachelor's Degree plus eight (8) semester hours graduate credit, and must submit for approval a tentative program leading to an advanced degree that meets one of the following minimum requirements:
 - (a) 24 semester hours of graduate work without an assistantship;
 - (b) 12 semester hours of graduate work with an assistantship; or
 - (c) plans to write a graduate thesis or dissertation.
 - (2) A teacher with a Master's Degree or training beyond that degree must include in the application a summary of plans for study, research and/or travel.
 - (3) Teachers who have been granted a previous sabbatical from the Richfield Public Schools and teachers applying for a travel leave without a plan for at least eight (8) semester hours of study shall not be considered for sabbatical leave unless additional leaves are available after all other qualified candidates have been selected.
- d. Applications for sabbatical leave must be submitted to the Human Resources Department between September 15 and December 15 for leaves granted beginning with the succeeding school year. Applicants are to receive written notification on or before February 1.
- e. The proposed program must be approved in advance by a Sabbatical Leave Committee, consisting of 3 members appointed by the Superintendent and 3 members appointed by Education Richfield. The committee will interview each applicant. Final approval of sabbatical leaves of absence shall be by the Board of Education.

A teacher must secure prior approval from the Sabbatical Leave Committee if the teacher substantially alters the program for professional advancement approved by the committee if such a change in the program takes place following the committee's approval or while the teacher is on sabbatical leave.

- f. The number of teachers on sabbatical leave shall be up to one percent (1%) of the teaching staff, contingent upon the number of applicants who, in the judgment of the Sabbatical Leave Committee, meet the qualifications enumerated below:
- (1) The proposed sabbatical advances one or more of the following purposes:
 - (a) encourages teachers to improve themselves through programs of advanced study and research;
 - (b) enhances curricular and instructional quality;
 - (c) develops a pool of leadership talent against potential vacancies; and / or
 - (d) advances the achievement of the school district strategic plan and goals.
 - (2) A request for leave to be used for programs of study or research outside of the applicant's area of assignment will be considered only under the following conditions:
 - (a) the District considers a change in assignment to be possible and desirable;
 - (b) the District desires to develop one or more new licensures in the area of the application; or
 - (c) the District desires to develop a pool of new licensures for future vacancies within areas of School District concern.
 - (3) A request for a sabbatical leave to be used for the purpose of engaging wholly or partially in a gainful occupation or preparing for an alternate trade, occupation or profession will not receive favorable consideration, except as required to maintain or renew certification for teaching in a vocational area.
 - (4) If the number of requests exceeds the limitation, priority shall be given on the basis of the following additional criteria:
 - (a) Proximity to degree sought. Those teachers who have already expended energy, time, and financial resources to earn graduate credits and are closest to fulfilling requirements for an advanced degree will be given priority consideration.
 - (b) Relevance of qualified applicant's program to his or her present role in the school system. Unless one or more of the exceptions outlined in Article X, Section 2f(2)(a)-(c) prevails, a teacher working toward an advanced degree in his or her teaching field will be given priority consideration over a teacher working toward a degree in another area such as administration or counseling.
 - (c) Relevance to the school district strategic plan and district / building goals.
 - (d) Equitable distribution of leaves among the various departments and levels within the school system.

- (e) Length of service. After the above factors have been considered, if two or more candidates are considered equal, remaining leaves shall be granted on the basis of seniority in the district.
- g. When the number of requests for sabbatical leaves is in excess of the numerical quota, an alternate or alternates may be selected from the applicants, said alternate or alternates to be granted a leave if one or more of the selected teachers should withdraw.
- h. The allowance granted to a teacher on sabbatical leave shall be based on one-half the contract salary of the individual for the school term during which the leave takes place. For periods less than one (1) year, allowance shall be prorated. A teacher on sabbatical leave may choose from two salary options: 50% of the contract salary during the sabbatical leave and 100% thereafter; or 75% of the contract salary during the sabbatical leave, followed by 100% minus 25% of the sabbatical year contract salary during the first year after returning.
- i. A teacher who is granted a sabbatical leave must pledge to teach in the Richfield Public Schools for one (1) full year following the termination of the leave. If the teacher's service is discontinued for any reason other than the individual's incapacity to teach or placement on Unrequested Leave before the expiration of the one (1) year, the individual shall pay back to the Board of Education a pro rata part of the sabbatical allowance. An individual who does not return to teaching in the Richfield Public School District for at least two (2) years following the termination of the sabbatical for any reason other than the individual's incapacity to teach or placement on unrequested leave shall not qualify for the incentive for Early Retirement Article XVIII, Section 8.
- j. Upon expiration of the sabbatical leave, the individual shall have the privilege of returning to the position occupied prior to the leave. The individual shall, pursuant to Article IX, Section 1, notify in writing to the Human Resources Department of the intent to continue employment or resign.
- k. All fringe benefits for which a premium is required may remain in force while on sabbatical leave. Teachers on sabbatical leave are eligible for benefits that become available during the sabbatical leave.
- l. Individuals on sabbatical leave shall receive the provisions of Article VIII, Section 7, relating to annual increments while on leave provided that, in the judgment of the Sabbatical Leave Committee, the objectives of the sabbatical leave have been achieved.

3. Alternative Sabbatical Leave

- a. As an alternative to the sabbatical leave described in Subd. 2 above, the Employer may approve up to .5 FTE released time at full pay for teacher-proposed projects which address priority district needs and concerns, or enable

- b. the teacher to meet the requirements for National Board Certification in his or her field of teaching.
- c. If approved, .5 FTE released time for an alternative sabbatical leave shall be considered equivalent to and a replacement for one full-year sabbatical provided for in Subd. 1-2 above.
- d. Subd. 2 a, b, d, e, f, g, i, j, k, and l above also shall apply to alternative sabbatical leaves.
- e. Activities included in an alternative sabbatical shall not apply toward lane advancement on the salary schedule except for Board approved college courses under Article VIII Section 3A.

F. Status of Fringe Benefits

- 1. A teacher on leave of absence under Article X Section 8, Extended Leaves, shall retain all fringe benefits and is eligible to participate in group insurance programs.

Such personnel shall be immediately eligible for all fringe improvements or new programs which take effect during the term of the leave.

- 2. A teacher on leave of absence under Article X Section 8, Extended Leaves, shall retain for use upon return such amount of sick leave days, experience credit and other benefits which had accrued, if any, at the time leave was taken. No additional sick leave, experience credit or other benefits shall accrue for the period of time that a teacher is on leave except as otherwise provided herein.
- 3. Teachers on sabbatical leave of absence pursuant to Division E shall pay, in addition to the usual cost, one-half (1/2) of the District's share of fringe benefits and group insurance. The cost of these fringe benefits will be deducted from the regular salary during the leave period.
- 4. Teachers on extended leaves pursuant to Divisions A, B, C and D may keep these fringe benefits and group insurance in force by paying the full cost of such benefits to the Personnel Office prior to the first of each month.

Section 9. Unrequested Leave of Absence for Part-time Teachers

- A. The purpose of this Section is to set forth a plan providing for unrequested leave of absence without pay for as many part-time teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts pursuant to the provisions of M.S. 122A.40, Subdivision 10.
- B. The following definitions for the purpose of this Section shall have the meanings herein respectively ascribed to them.
 - 1. "Part-time teacher" shall mean any teacher, excluding a Tier II licensed teacher, who works in a position with less than 1.0 FTE.

2. "Date of Employment" shall mean the calendar date on which the employee signed a contract of employment with the District. If two or more employees have signed such a contract on the same date, the time stamp shall be used to determine their order of employment. Employment must be subsequently continuous to maintain the original date of employment. Placement on any leave provided by this Agreement shall not be interpreted to constitute interruption of continuous employment.
 3. "Licensed" shall mean any person holding a valid license issued by the Minnesota Department of Education and on file in the District Office. Valid licenses shall be full licenses (entrance, continuing or life) rather than licenses granted under an exception to the regular rules and laws pertaining to licensure.
 4. Teachers are required to have their licenses for which they have assigned responsibilities, listed on the State of Minnesota's teacher license website by March 1 in the year in which the licenses expire. Teachers unable to meet the March 1 deadline must submit a written plan to the Human Resources Department by March 1 outlining what steps the teacher is undertaking in order to be able to have their licenses listed on the State of Minnesota's website by June 1. Failure to meet the June 1 deadline results in the teacher waiving all employment rights for the following year.
- C. The School District may place on unrequested leave of absence, without pay, as many part-time teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. Notification of placement on unrequested leave shall be sent to the part-time teacher as soon as possible, but in no event later than the July 1 which precedes the effective date of the unrequested leave. Unrequested leaves shall be effective with the beginning of the subsequent school year. In placing part-time teacher on unrequested leave, the Board shall be governed by the following provisions:
1. No part-time teacher who has acquired continuing contract rights shall be placed on unrequested leave of absence while probationary part-time teachers are retained in positions with assigned hours less than or equal to the assignment for which the part-time teacher who has acquired continuing contract rights is employed.
 2. Part-time teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in the inverse order of their seniority.
 3. No part-time teacher will be eligible to be placed in an assignment with greater annual hours than are provided for in their eligible continuing contract rights. The District retains the right to determine the available hours and assignment for each position in the District.
 4. The order of employment shall be determined and placed on the District's Intranet prior to December 1, in the form of a seniority list as herein provided:
 - a. This list shall be distinct and separate from the list provided in Section 10 of this Article.

- b. All part-time teachers as defined in this section shall be placed on a seniority list in the following way. The part-time teacher with the greatest seniority shall be placed on the top of the list and those with lesser seniority shall follow in order of

decreasing seniority. Any tie resulting from this procedure shall be broken by the following criteria in the order listed until the tie is broken:

- (1) The part time teacher with full license will be given priority.
 - (2) The part-time teacher with the greatest number of credits earned toward full License and recorded in the Human Resources Department by February 1, will be given priority.
 - (3) The part-time teacher with the greatest number of years prior teaching or tutoring experience in Richfield will be given priority.
 - (4) The part-time teacher with the smallest file folder number on record with the Minnesota Department of Education will be given priority.
- c. Any disputed placement on this list shall be subject to the grievance procedure. After the period to grieve has passed, the seniority list will be binding and conclusive evidence of a teacher's relative seniority in the District. The list shall include the part-time teacher's name, date of employment, and the position to which the teacher is assigned. The name of any part-time teacher placed on unrequested leave shall remain in proper place on this list but shall be identified as a part-time teacher on unrequested leave. Prior to the application of this policy the Exclusive Representative will receive a listing of any changes in the seniority list. In the event the provisions of this Section must be invoked, the part-time teacher with the least seniority who is teaching in a position that will be eliminated shall be placed on unrequested leave.
- d. A part-time teacher who has been selected for unrequested leave of absence shall have the right to be transferred to any part-time position up to the current continuing contract hours assigned that such teacher is licensed to teach, provided there is such an available position or provided that there is another teacher with lesser seniority in such a position. Transfer into Teacher on Special Assignment positions or positions requiring specific language proficiency may take place consistent with the District's selection process wherein an applicant's training and other relevant factors are taking into consideration, in addition to seniority, in selecting the finalist. Those holding licenses granted under an exception to the regular rules and laws pertaining to licensure shall not be able to transfer into positions held by those who are fully licensed, but they may elect to transfer into the position of another teacher who is similarly licensed and has lesser seniority. The teacher making such a transfer shall have the right to choose the licensed field to which transfer is to be made. The teacher's right of transfer may only be exercised by written notice to the office of the Superintendent within ten (10) calendar days after the receipt of the notice of intent to place the teacher on unrequested leave of absence. Any license necessary for the completion of this transfer must be listed on the State of Minnesota's teacher license website prior to the termination of this ten (10) day period.

- D. Part-time teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leaves of absence. Reinstatement shall be in the inverse order of placement on leave of absence. The order of reinstatement of part-time teachers simultaneously placed on leave shall be in the order of their seniority as determined by the seniority list at the time of placement on leave. Provided, however, that if the vacant position is a Teacher on Special Assignment position or a position requiring specific language proficiency, the filling of the position will take place consistent with the District's selection process wherein an applicant's training and other relevant factors are taken into consideration, in addition to seniority, in selecting the finalist.
- E. The District shall not enter into a contract with a new part-time teacher while there is available, on unrequested leave, any part-time teacher licensed for the open position. This license may be one granted under an exception to the regular rules and laws pertaining to licensure if no fully licensed teacher is available on unrequested leave. Notice of intent to reinstate shall be complete either via personal delivery or upon mailing such notice by certified mail addressed to the last known address provided by the part-time teacher to the Office of the Superintendent, with a copy of such notice to ER. A part-time teacher accepting such reinstatement shall notify the District within seven (7) calendar days of the receipt of notification that a position is available. This seven (7) day period shall be for the purpose of indicating intent. The actual date of return to work shall be mutually agreed by the parties concerned. If agreement cannot be reached, the part-time teacher shall not be required to return earlier than thirty (30) days from the receipt of notification. Failure to accept reinstatement or to respond within the seven (7) day period shall be considered to be a termination of unrequested leave and resignation. An employee on unrequested leave shall not lose reinstatement rights by reason of refusal to return to a position for which the individual is licensed but has never taught in Richfield or to accept a position for which the employee is licensed which has fewer hours per week or a lower hourly salary than contracted for at the time of placement on unrequested leave.
- F. The part-time teacher placed on unrequested leave of absence may engage in any occupation during the period of this leave.
- G. The unrequested leave of absence shall not impair the continuing contract rights of a part-time teacher nor shall it diminish the placement of the part-time teacher on the applicable salary schedule. The part-time teacher placed on unrequested leave shall maintain accumulated sick leave while on unrequested leave. The teacher placed on unrequested leave may continue participation in insurance benefits in accordance with COBRA and Minnesota Continuation laws at the expense of the individual. Any part-time teacher reinstated to a position shall also be granted any salary schedule changes resulting from approved credits which were earned while on leave.
- H. A part-time teacher's seniority rights, unrequested leave of absence rights, and recall rights, if any, shall terminate upon the earliest of the following events:
1. Resignation;
 2. Retirement;

3. Discharge or termination of contract for cause pursuant to M.S. Section 122A.40, Subdivisions 9 and 13;
 4. Failure to return at the expiration of a leave of absence;
 5. Failure to give written notification to the employer accepting recall within seven (7) calendar days after the date of receipt of recall;
 6. Failure to complete License requirements pursuant to current State Guidelines; or
 7. The expiration of five (5) years from the effective date of an unrequested leave of absence without reinstatement.
- I. Nothing in this Section shall be construed to impair the rights of part-time teachers placed on unrequested leave of absence to receive unemployment compensation if otherwise eligible.
 - J. Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in Minn. Stat. 122A.40 and, therefore, shall not be subject to the grievance procedure.

Section 10. Unrequested Leave of Absence for Full-time Teachers

- A. The purpose of this Section is to set forth a plan providing for unrequested leave of absence without pay for as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts pursuant to the provisions of M.S. Section 122A.40, Subdivision 10.
- B. The following definitions for the purpose of this Section shall have the meanings herein respectively ascribed to them.
 1. "Teacher" shall mean any person, excluding a Tier II licensed teacher, who works in a position with 1.0 or greater FTE and is certified by the Commissioner of the Bureau of Mediation Services to be a member of the Bargaining Unit as determined pursuant to M.S. Section 179A.04.
 2. "Date of Employment" shall mean the calendar date on which the employee signed a contract of employment with the District. If two or more employees have signed such a contract on the same date, the time stamp shall be used to determine their order of employment. Employment must be subsequently continuous to maintain the original date of employment. Placement on any leave provided by this Agreement shall not be interpreted to constitute interruption of continuous employment.
 3. "Licensed" shall mean any person holding a valid teaching license issued by the Minnesota Department of Education and on file in the District Office. Valid licenses shall be full licenses (entrance, continuing or life) rather than licenses granted under any exception to the regular rules and laws pertaining to licensure.

4. Teachers are required to have their licenses for which they have assigned responsibilities, listed on the State of Minnesota's teacher license website by March 1 in the year in which the licenses expire. Teachers unable to meet the March 1 deadline must submit a written plan to the Human Resources Department by March 1 outlining what steps the teacher is undertaking in order to be able to have their licenses listed on the State of Minnesota's website by June 1. Failure to meet the June 1 deadline results in the teacher waiving all employment rights for the following school year.
- C. The School District may place on unrequested leave of absence, without pay, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. Notification of placement on unrequested leave shall be sent to the teacher as soon as possible, but in no event later than the July 1 which precedes the effective date of the unrequested leave. Unrequested leaves shall be effective with the beginning of the subsequent school year. In placing teachers on unrequested leave, the Board shall be governed by the following provisions:
1. No teacher who has acquired continuing contract rights shall be placed on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.
 2. Teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are employed by the District as determined by their date of employment.
 3. The order of employment shall be determined and placed on the District's Intranet prior to December 1 in the form of a seniority list as herein provided.
 - a. All teachers as defined in this Section shall be placed on a seniority list in the following way. The teacher with the greatest seniority shall be placed on the top of the list and those with lesser seniority shall follow in order of decreasing seniority. The level of seniority shall be determined by the date of employment. Any tie resulting from this procedure shall be broken by the following criteria in the order listed until the tie is broken:
 - (1) The teacher with the greatest number of years of teaching experience prior to their date of employment will be given priority.
 - (2) The teacher with the smallest file folder number on record with the Minnesota Department of Education will be given priority.
 - b. Any disputes resulting from alterations in the seniority list shall be subject to the grievance procedure. After the period to grieve has passed, the seniority list will be binding and conclusive evidence of a teacher's relative seniority in the District. The list shall include the teacher's name, date of employment, and the position to which the teacher is assigned. The name of any teacher placed on unrequested leave shall remain in proper place on this list but shall be identified as a teacher on unrequested leave. Prior to the application of this policy the Exclusive Representative will receive a listing of any changes in the seniority list as provided

in Division C, 3, a, of this Section. In the event the provisions of this Section must be invoked, the teacher with the least seniority who is teaching in a position that will be eliminated shall be placed on unrequested leave unless such teacher can successfully meet the requirements of the following transfer procedure.

c. Transfer Procedure

- (1) Any teacher who has been selected for unrequested leave shall have the right to be transferred to any position such teacher is licensed to teach, provided there is such an available position or provided that there is another teacher with lesser seniority in such a position. Transfer into Teacher on Special Assignment positions or positions requiring specific language proficiency may take place consistent with the District's selection process wherein an applicant's training and other relevant factors are taken into consideration, in addition to seniority, in selecting the finalist. Those holding licenses granted under an exception to the regular rules and laws pertaining to licensure shall not be able to transfer into positions held by those who are licensed, but they may elect to transfer into the position of another teacher who is similarly licensed and has lesser seniority. The teacher making such a transfer shall have the right to choose the licensed field to which transfer is to be made. The teacher's right of transfer may only be exercised by written notice to the Office of the Superintendent within ten (10) calendar days after the receipt of the notice of intent to place the teacher on unrequested leave of absence. Any license necessary for the completion of this transfer must be on file in the District Office prior to the termination of this ten (10) day period.
- (2) In cases where a full time teacher is placed on unrequested leave and said teacher has more seniority as determined by the seniority lists in Section 9 and 10 of this Article, than a teacher in a part-time position for which the full time teacher is licensed, the full time teacher may elect to transfer into the part-time position. An individual electing such a transfer shall not waive rights of recall to a full time position.
- (3) Any teacher who loses a position as a result of another teacher's transfer shall in turn have the right to transfer as provided in this Subdivision. Any teacher unable to successfully transfer to a position under the provisions of this Subdivision shall be placed on unrequested leave as provided herein.
- (4) Any open position, after completion of the transfer process but prior to final Board action on unrequested leaves, shall be offered to the most senior teacher selected that year for unrequested leave who is licensed for that position.
- (5) In the case of an open position after final Board action on unrequested leaves, the District will post the opening. The District will select the teacher with the most seniority on unrequested leave who is licensed for the opening unless a teacher who has previously elected to transfer into another teaching area by application of this Subdivision (Article X, Section 10, C, 3, c) shall apply for the position. The position then will be offered to the teacher with the greater seniority. Provided, however, that if the vacant position is a Teacher on

Special Assignment position or a position requiring specific language proficiency, the filling of the position will take place consistent with the District's selection process wherein an applicant's training and other relevant factors are taken into consideration, in addition to seniority, in selecting the finalist.

- (6) Any dates applicable in this Subdivision shall be substantiated by certified mail delivery receipt unless personal delivery with acknowledgment of receipt in writing is obtained.
- D. Teachers placed on unrequested leaves of absence shall be reinstated to the position from which they have been given leaves of absence or, if not available, to other available positions in the District for which they are licensed. The order of reinstatement of teachers shall be in the order of their seniority as determined by the seniority list with the teacher having greater seniority being reinstated prior to those with lesser seniority.
- E. The District shall not enter into a contract with a new teacher while there is available, on unrequested leave, a teacher who is licensed or who has become licensed to fill such vacancy. This license may be licensure granted under an exception to the regular rules and laws pertaining to licensure if no fully licensed teacher is available on unrequested leave. Notice of intent to reinstate shall be complete either via personal delivery or upon mailing such notice by certified mail addressed to the last known address provided by the teacher to the Office of the Superintendent, with a copy of such notice to ER. A teacher accepting such reinstatement shall so notify the District within seven (7) calendar days of the receipt of notification that a position is available. This seven (7) day period shall be for the purpose of indicating intent. The actual date of return to work shall be mutually agreed by the parties concerned.
- If agreement cannot be reached, the teacher shall not be required to return earlier than thirty (30) days from the receipt of notification. Failure to accept reinstatement or to respond within the seven (7) day period shall be considered to be a termination of unrequested leave and resignation. An employee on unrequested leave shall not lose reinstatement rights by reason of refusal to return to a position for which the individual is licensed but has never taught in Richfield or to accept a position for which the employee is licensed which has fewer hours per week or a lower annual salary than contracted for at the time of placement on unrequested leave.
- F. A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.
- G. The unrequested leave of absence shall not impair the continuing contract rights of a teacher nor shall it diminish the placement of the teacher on the salary schedule. The teacher placed on unrequested leave shall maintain accumulated sick leave while on unrequested leave. The teacher placed on unrequested leave may continue participation in insurance benefits in accordance with COBRA and Minnesota Continuation laws at the expense of the individual. Any teacher reinstated to a position shall also be granted any salary schedule lane changes resulting from approved credits which were earned while on leave.
- H. A teacher's seniority rights, unrequested leave of absence rights, and recall rights, if any, shall terminate upon the earliest of the following events:

1. Resignation;
 2. Retirement;
 3. Discharge or termination of contract for cause pursuant to M.S. Section 122A.40, Subdivision 9 and 13;
 4. Failure to return at the expiration of a leave of absence;
 5. Failure to give written notification to the employer accepting recall within seven (7) calendar days after the date of receipt of recall;
 6. Failure to complete License requirements pursuant to current State Guidelines; or
 7. The expiration of five (5) years from the effective date of an unrequested leave of absence without reinstatement.
- I. Nothing in this Section shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment compensation if otherwise eligible.
 - J. Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in Minn. Stat. 122A.40 and, therefore, shall not be subject to the grievance procedure.

Section 11. Change in Status from Full-Time to Part-Time or from Part-Time to Full-Time

- A. Change from Full-Time to Part-Time. If a teacher began working in the District as a full-time teacher and later became or becomes a part-time teacher, the District will remove the teacher from the full-time seniority list and will place the teacher on the distinct and separate part-time seniority list based on the teacher's original "date of employment" with the District as a full-time teacher, provided that the teacher's seniority rights have not been terminated pursuant to Article X, Sections 9(H) or 10(H).
- B. Change from Part-Time to Full-Time. If a teacher began working in the District as a part-time teacher and later became or becomes a full-time teacher, the District will establish a part-time seniority date and a full-time seniority date for the teacher. The part-time seniority date (for the part-time seniority list) will be the teacher's original date of employment as a part-time teacher, provided that the teacher's seniority rights have not been terminated in accordance with Article X, Sections 9(H) or 10(H). The full-time seniority date (for the distinct and separate full-time seniority list) will be the date on which the teacher began working as a full-time teacher in the District, provided that the teacher's seniority rights have not been terminated in accordance with Article X, Sections 9(H) or 10(H).

- C. Bumping. Nothing in this Agreement is intended to give a part-time teacher who has been placed on ULA the right to bump into a full-time teaching position. The parties agree that bumping from a part-time teaching position to a full-time teaching position would constitute a promotion.

Section 12. Realignment

Nothing in this article shall require the school district to reassign a senior teacher to a different subject matter category to accommodate the seniority claims of a less senior teacher, nor shall it require the school district to assign a senior teacher to a different grade level or assignment. The District is not required, under any circumstance, to reassign a teacher to different subject matter, a different grade level, or a different position to accommodate the seniority claims of a less senior teacher. Consequently, the District is not required to realign any positions when placing teachers on unrequested leave of absence or when recalling any teachers from unrequested leave of absence.

Section 13. License on File

Teachers subject to being placed on unrequested leave or who are on unrequested leave status must have listed on the State of Minnesota's teacher license website by March 1, any licenses they wish to utilize for retention or reinstatement purposes.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 1. Definitions

- A. Grievance. "Grievance" means a claim by any interested party which includes any individual teacher, group of teachers, Education Richfield or the Richfield School District that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. The party presenting the grievance may be termed the "grievant".
- B. Days. "Days" means all calendar days except for Saturday, Sunday or District designated holidays. The counting of days shall commence with the date of receipt by the parties served. Such date to be substantiated by the registered mail receipt form or the Grievance Receipt Form available through ER or in all principals' offices.
- C. Service. "Service" means registered mail by "restricted delivery" or personal delivery or District mail established by the Grievance Receipt Form.
- D. Reduced to Writing. "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the Agreement in dispute, and the relief requested.
- E. Answer. "Answer" means a concise written response outlining the employer's position on the grievance and rationale for the position.

Section 2. Procedures

In the event that anyone having a claim under the definitions set forth in Section 1, Division A hereof believes there is basis for a grievance, it shall be resolved in the following manner:

Level I. The grievant shall meet on an informal basis with the appropriate party, principal or supervisor in an attempt to resolve the grievance within twenty (20) days after the grievant, through the use of reasonable diligence, should have had knowledge of its occurrence. A grievant may be represented by Education Richfield at such a meeting. Any grievant shall have financial responsibility for personal and ER legal and arbitration fees incurred during the processing of any grievance. No individual may process any grievance against ER.

Level II. If informal discussion does not resolve the grievance, the grievant, in initiating any grievance had or to be handled by the grievant, will inform the other party by reducing it to writing and serving it on the Superintendent or Chief Human Resources Officer within ten (10) days of the last informal meeting. This statement shall set forth the facts, the specific provisions of the Agreement violated, and the relief sought. A copy of such statement shall be filed with ER and the Office of the Superintendent.

The respondent shall serve the answer to the grievant within ten (10) days of receipt of the written statement. A copy of this answer shall be filed with ER and the Office of the Superintendent. If the respondent does not provide a written answer within ten (10) days, the grievance shall be deemed to be denied and the grievance will automatically advance to the next step.

Level III. Any grievance not settled under the above procedure may be appealed to arbitration by an aggrieved party within twenty (20) days of the written answer at Level II. If the parties cannot agree on an arbitrator within ten (10) days, they shall request from the Director of Bureau of Mediation Services, State of Minnesota, a list of five (5) names of its qualified arbitrators. The parties shall alternately strike from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. It is acknowledged that the parties by mutual consent may decide upon any other method of choosing a neutral arbitrator, which includes the offices of the American Arbitration Association.

The parties may agree to utilize the Bureau of Mediation Services grievance mediation services prior to arbitrating a grievance.

Each party shall be responsible for equally compensating the arbitrator for fees and expenses.

The arbitrator shall not have the power to add, subtract from, or modify in any way the terms of the existing Agreement.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations thereunder, or municipal charters or ordinances. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota. Determination of whether the decision violates any provision of the laws of Minnesota shall

be decided under the procedures and standards set forth in the Uniform Arbitration Act of the State of Minnesota.

Resolution of the grievance at any level shall be reduced to writing and signed by the parties. The parties, by mutual written agreement, may waive any step and extend any time limits in this procedure. Grievances must be submitted and appealed in compliance with all timelines specified in this Article. The failure to comply with any of the timelines specified in this Article will constitute a waiver of the grievance. Consequently, the failure of an employee to timely submit or advance a grievance will result in the dismissal of the grievance and will deprive the arbitrator of jurisdiction over the grievance. If any grievance is filed after May 15 of any year, and strict adherence to the time limits would result in hardship to the parties, both parties shall make all possible effort to process the grievance prior to the end of the school term or to the level of binding arbitration by June 30.

No reprisals of any kind will be taken by the School Board, the Administration, ER or any individual teacher because of participation in good faith in this grievance procedure.

ARTICLE XII
COMMITTEES

Section 1. Meet and Confer Committee

A. Committee Representation

The committee shall consist of Education Richfield members appointed by the ER President and designees of the Richfield School Board and administration. Education Richfield appointees may include building representatives from the Education Richfield Representative Assembly and Negotiations Advisory Council, members of the Education Richfield Presidential Advisory Council, and appointees selected by the Education Richfield President. School District representatives may include the Chief Human Resources and Administrative Officer, Superintendent, other Directors, and building administrators. Either party may designate legal representatives or other consultants to provide information to the committee.

B. Purpose of Committee

This committee shall serve as the “meet and confer” vehicle as required by state statute. This committee will meet during periods of the school year when the Master Agreement is not being negotiated. The subject matter of these meetings may include those designated by mutual consent, Meet and Confer Agreements, and subject matter provided in statute. Any agreements that might result from the Meet and Confer process may be embodied in the Richfield Public Schools Administrative Guidelines and Employee Handbook. When a change to the Employee Handbook is anticipated by the Administration, the President of Education Richfield will be informed in writing of such change, and provided with a Meet and Confer meeting regarding such change upon request.

C. Calling Meetings

A schedule for regular meeting dates and times will be mutually established at the beginning of each school year by the Education Richfield President and the Chief Human Resources and Administrative Officer. Additional meetings may be called by the ER

President or the Chief Human Resources and Administrative Officer by mutual agreement as needed to address issues requiring attention by both parties prior to the next scheduled meeting date.

D. Issue Resolution

Resolution to issues may take the form of policy recommendations to the Superintendent, language to be embodied in the Richfield Public Schools Employee Handbook, and/or other meet and confer agreements. The contents of the Employee Handbook may contain or refer to subject matters contained in the Master Agreement, but in all such cases, the provisions of the Master Agreement will prevail.

Section 2. Medical and Dental Benefits Committee

- A. The insurance committee shall consist of at least three (3) teachers, three (3) Board representatives and classified representatives to study all phases of medical and dental benefits. The committee shall provide information to the staff and the Exclusive Representative.
- B. The teacher representatives shall be appointed by the Exclusive Representative for staggered three (3) year terms. Appointment will be made only after the completion of a term or to fill a vacancy. Terms shall expire on June 30.

Section 3. Staff Development Advisory Committee

A District Staff Development Advisory Committee will be established as required by Minnesota Statute. Teacher representatives, appointed by the exclusive representatives, shall make up the majority of the committee membership. Teacher representatives will also make up a majority of site staff development committees.

ARTICLE XIII
SCHOOL YEAR

Section 1. School Year

The teachers' salary schedules are based on a one hundred ninety (190) day school year consisting of:

- 184 days of instruction, staff development, orientation, preparation and year-end closing;
- 6 days of holidays - Labor Day, Thanksgiving and the following Friday, Martin Luther King, Jr. Day , President's Day, and Memorial Day.

Each teacher shall perform services on those duty days designated by the District, including those legal holidays on which the District is authorized to conduct school. The school district may add up to three (3) duty days for newly employed teachers.

Section 2. School Calendar

The school calendar will be established and approved by the Board of Education. The District Calendar Advisory Committee will develop a calendar for recommendation to the Board of

Education. Representation on the committee will include, but not be limited to, teachers and administrators from each school site. School shall not be in session on the following days: Labor Day, Education Minnesota Convention, Thanksgiving and the following Friday, Winter Recess, Martin Luther King, Jr. Day, President's Day, Spring Recess and Memorial Day.

Section 3. Alternative School Year Calendars

Staffing for certain programs or positions (e.g. ECSE or TOSA positions) may require assignment of staff outside of the regular school calendar. Work calendars for staff employed in these programs will be established via a meet and confer with the affected teachers, union, and district, if the employee and the supervisor do not agree on the assignment. The calendar will be based on the number of days assigned in a school year as identified in Section 1 of this Article and include designation of the start and end dates of that alternative calendar year. Copies of all alternative school calendars will be provided to the President of Education Richfield at the beginning of each school year.

ARTICLE XIV
SCHOOL DAY

Section 1. Length of School Day

The times for commencing and terminating the school day may be adjusted to encourage the best educational opportunity for students. The length of the school day shall be eight (8) hours. These hours must be consecutive.

Section 2. Pay for Additional Assignments with Students

Full-time staff who voluntarily teach an additional class period during their prep time on an extended basis (excludes substitute situations) will be compensated on a pro-rata basis for the additional assigned instructional time. For example, the sixth class period overload assignment in a 6 period day schedule shall receive .20 of the teacher's daily rate for the number of teacher contract days worked under the additional assignment. Payment will be pro-rated over the number of pay periods during which the additional assignment takes place. Additional instructional assignments beyond a 1.0 FTE will not constitute continuing contract rights beyond 1.0 FTE.

Section 3. Preparation Time

For each twenty five (25) minutes of regular classroom instructional time a teacher will be provided a minimum of five (5) minutes of preparation time during the student contact day. The School District will make an effort to provide such preparation time on a daily basis; however, the provisions of this section permit the averaging of such time on a weekly basis. The School District shall make an effort to provide preparation time in blocks of at least twenty (20) minutes in length insofar as practicable.

Section 4. Communication Time

Each full time teacher will be provided 25 minutes outside of the student contact day for each day of instruction to establish and maintain positive communication with parents. The School District

will make an effort to provide such time on a daily basis; however, the provisions of this section permit the averaging of such time on a weekly basis.

Section 5. Lunch Period

Included within the school day is an assigned thirty (30) minute lunch period which shall be assignment free except where the teacher will be available to protect the health & safety of students.

Section 6. Travel Time

In the case of full-time teachers assigned to more than one building during the day, twenty (20) minutes travel time between buildings shall be allowed and deducted from total allowable assigned time of eight (8) hours.

ARTICLE XV
FRINGE BENEFITS

Section 1. Medical Benefits Program

- A. The School District shall provide a medical benefits program that includes single and dependent coverage. The District will select the insurance carrier/plan administrator and policy after considering the recommendations of the Medical and Dental Benefits Committee. Any modifications to the deductible amounts and plan options during the term of the contract will be agreed upon via a Memorandum of Agreement between Education Richfield and the District.
- B. Participation in the School District medical benefits program is voluntary on the part of the employee. No additional compensation will be made to those who choose not to accept any or all portions of the program.
- C. The District shall offer at least one deductible medical benefit plan option coupled with a VEBA Trust. Each employee who chooses to enroll in a deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the deductible/VEBA plan offered by the District:
 1. **Single Coverage:** The District shall pay the full cost of the single premium or equivalent for the deductible plan. For informational purposes only, this is the plan identified as Plan A during the 2021-2022 school year. The District will make a \$750 annual contribution, paid semi-annually in September and March, to the employee's VEBA account.
 2. **Dependent Coverage:** As of July 1, 2021, the District shall pay \$1,280 monthly toward the cost of the dependent premium or equivalent for the high-deductible plan. The District will make a \$1,000 annual contribution, paid semi-annually in September and March, to the employee's VEBA account.
 3. **Two Full-Time Teacher Dependent Coverage:** If two full time employees are covered under one dependent policy, the maximum paid will be the total basic dependent coverage premium or equivalent. For informational purposes only, this is

the plan identified as Plan B during the 2021-2022 school year. Each employee enrolled in the program shall contribute, through payroll deduction, any premium amount which exceeds the District maximum contribution. The District will make a \$1,000 contribution, paid semi-annually in September and March, to each employee's VEBA account.

4. The employer will contribute up to \$6.00 per month to the VEBA trust for administrative fees for all individuals employed by the District and covered by this master agreement at the time the administrative fee is due. Individuals not employed at the time of the administrative fee charge will have the fee deducted from the VEBA account.
- D. Teachers employed in a part-time position and teachers employed in a long term agreement for more than eighty-five (85) school days in any school year may participate in the insurance program. The District contribution to the premium and VEBA trust for the program selected will be prorated on the basis of the total number of hours assigned as compared to the total number of hours assigned to full time employees.
 - E. A teacher who retires with at least 15 years of service in Richfield and who is at least age fifty-five (55) may continue to participate in the District medical and dental benefits program. For all teachers hired prior to January 1, 2011, the District will pay up to the maximum premium amounts specified in Subdivisions C and D of this section, and Section 5 of this Article for retired teachers participating in these programs. Any additional premium cost must be paid by the individual. This provision shall apply until the individual becomes eligible for Medicare benefits.
 - F. For teachers hired after December 31, 2010 the District will contribute toward a post-employment Health Reimbursement Account (HRA) established for the individual teacher with a third-party administrator identified by the District. Funds will accrue in the individual's account and become available to the teacher at time of separation from the district. The District will make contributions to the account as follows:
 1. \$7,000 at the completion of 10 years in the District; and
 2. \$500 at the completion of each additional year of experience in the District.
 3. The amounts above in 1. and 2. will be prorated based on a teacher's FTE for the period covered, and

Section 2. Income Protection

- A. The School District shall make available to all full-time teachers a Long Term Disability (LTD) insurance program. Benefits shall begin after the seventy-eighth (78th) calendar day of total disability.
- B. The amount of the monthly income benefit shall be at a minimum seventy percent (70%) of the scheduled salary, less any amounts collectible under Worker's Compensation, the State Teacher's Retirement Association Plan, and state Disability benefits law and the full disability benefit of Social Security.

- C. In the event the teacher is on an approved leave of absence without pay, premiums paid and benefits received, if disabled, shall be based on the scheduled salary preceding the leave.
- D. The District will pay the cost of the Long Term Disability (LTD) insurance to a maximum of six hundred seventy dollars (\$670) per year for each participant. The employee will pay the balance.
- E. For teachers on Long Term Disability on the date of ratification of the 2005-2007 contract, the District will pay the total premium amounts for medical and dental insurance coverage for those individuals on long term disability until the individual teacher becomes eligible for Medicare benefits.

For teachers not on Long Term Disability on the date of ratification of the 2005-2007 contract, the individual will pay the same insurance contribution toward the premium amounts of medical and dental insurance coverage as the individual paid prior to the date of disability, for a period of 24 months. After the 24th month on long term disability, the district contribution toward health insurance premium shall equal the cost of the single premium for the high deductible plan for medical insurance and premium for dental insurance until the individual teacher becomes eligible for Medicare or Medicaid benefits.

Section 3. Worker's Compensation

The School District will provide Worker's Compensation coverage as required by law. Teachers shall have the option to have the difference between the amount paid by the Worker's Compensation carrier and their regular salary paid to them and deducted from sick leave. Days lost, not in excess of 78 days, caused by injury due to student assault while on duty, shall be reinstated to an employee's unused sick leave account once it is established that the injury for which the teacher is collecting compensation insurance was not caused by a pre-existing medical condition.

Section 4. Tax Deferred Programs

A. General Procedures

1. All personnel may participate in the Tax Deferred Program.
2. All teachers who wish to enter the Tax Deferred Program for the first time, on a non-matching basis, must complete the District and company forms provided for this purpose and must submit the District forms to the Human Resources Department. Entry into the program may occur at any time. The District Tax Deferred Program Form must be completed and returned to the District Human Resources Department at least thirty (30) days before the payroll date on which tax deduction is to begin.
3. A teacher who has filed the District Tax Deferred Program Form shall have that program automatically continue for the identified dollar or percentage amounts as indicated on the form until changed or cancelled.

4. A new form will be needed each year only if the individual wishes to make a change in the present plan, i.e., carrier, dollar amount or percentage.

B. District Matching Program

1. The District will contribute on a matching basis for all teachers employed in the District as follows:
 - a. 2% on all Bachelor salary lanes, commencing with Step 8
 - b. 3% on all Masters and Doctorate salary lanes, commencing with Step 6
2. Initial entry or reentry into the District matching program shall occur on September 1 or January 1 of each year provided the District Tax Deferred Program form is submitted to the Human Resources Department at least 30 days in advance.
3. An individual who qualifies for the matching program and whose contract position specifically requires more than thirty-eight (38) weeks shall receive the matching annuity on the additional stipend.
4. Teachers anticipating lane changes by October 1, February 1, or April 1 must so indicate on the District form in the space provided for this purpose 30 days in advance of the anticipated lane change status. Adjustments in the program will be delayed until the lane change has been consummated.

Section 5. Dental Benefits Program

The School District will provide a dental benefits program for all teachers and their dependents. The District shall contribute to a maximum of sixty-five dollars (\$65.00) for the 2019-2020 school year and sixty-five dollars (\$65.00) for the 2020-2021 school year for a plan based on a composite rate. If the composite rate exceeds the District's contribution, the excess amount shall be prorated on a monthly basis among the teachers choosing dependent coverage. Representatives of ER and the School District will meet to select and implement the plan.

Section 6. Life Insurance

The District shall provide for each teacher an amount of term life insurance equal to two times the teacher's annual salary up to a maximum of \$50,000. The policy shall contain a provision for double indemnity in case of accidental death, benefits in case of dismemberment and waiver of premiums when totally disabled.

Section 7. No Claim

No claim or cause of action shall be made against the District because of a denial of insurance benefits by an insurance carrier or for any claim that is not covered or paid by insurance.

ARTICLE XVI
SALARY PAYMENT

Section 1. Method of Pay

Members of the licensed staff are paid on the 5th and the 20th of each month. If the 5th or the 20th of any month occurs on a Saturday, Sunday or holiday, that payday will be the preceding work day. Salary may be paid and fringe benefits be deducted on either a ten (10) month or a twelve (12) month basis. Teachers choosing the twelve month option will receive the remaining payment as a lump sum on June 20. Payroll information will be communicated via an electronic, web-based system.

Section 2. Deductions

- A. All deductions from salary payments required by the laws of the State and Federal governments will be made in accordance with the applicable regulations. Voluntary deductions as now practiced will be continued together with any other types of deductions which are agreed to in writing between the parties to this Agreement, including organizational dues, health and accident insurance (indemnified or Health Maintenance programs), dental insurance, income protection insurance, credit union, annuities and savings bonds.

- B. Garnishments against salary shall be made in accordance with State law.

Section 3. Compensation for Extra Assignments

Teachers compensated for extra assignments may choose from one of three salary options. (1) Payment can be prorated over the number of pay periods during which the activity takes place; or (2) Payment can be pro-rated over the number of pay periods remaining in the school year; or (3) Lump sum payments can be made after completion of the assignment on a date to be determined by the administration. These payment dates will generally take place in November, March and/or June. Final payment may be withheld until all records are turned in to the Athletic Director at the end of the season.

Section 4. Daily Rate of Pay

For the purposes of this Agreement daily rate of pay shall be computed as the quotient of the teacher's scheduled salary and the number of days in the school year as defined in Article XIII, Section 1.

Section 5. Overpayment

If the District overpays an employee, such overpayment may be reclaimed by the District by withholding appropriate amounts from the employee's salary. Before such action is taken, there will be a personal conference with the employee and the employee is entitled to have representation from the union at such conference. Any disputes concerning the propriety of the District's action in reclaiming a claimed overpayment shall be subject to the grievance procedure.

ARTICLE XVII
PUBLICATION OF THE AGREEMENT

Copies of this Agreement shall be provided at District expense to all members of the appropriate unit. The District may elect to fulfill this obligation by posting the Agreement on its website.

ARTICLE XVIII
SALARY AND ECONOMIC WELFARE

Section 1. Appendices

The Appendices A, B, D, and E shall be attached to and a part of this Agreement for the 2021-2022 school year and the 2022-2023 school year.

Section 2. Salary Schedule

Appendix A is the Salary Schedule for the 2021-2022 school year.
Appendix B is the Salary Schedule for the 2022-2023 school year.

Section 3. Career Salaries

Career salaries for teachers in years 12-20 of credited experience are reflected in Appendix A & B. Teachers on step 10 ½ of the previous school year will receive a salary which is the average of the step 11 and the career 12 salary of the appropriate lane. Teachers on step 14 ½ of the previous school year will receive a salary which is the average of the step 15 and career 16 salary of the appropriate lane. Teachers on step 18 ½ of the previous school year will receive a salary which is the average of the step 19 and the career 20 salary of the appropriate lane.

Section 4. Extra Compensation

Hourly salaries, stipends for special positions and pay for extended workweeks for the 2021-2022 and 2022-2023 school years are contained in Appendix D.

Section 5. Co-curricular Salaries

Appendix E contains the salaries to be paid for co-curricular assignments during the 2021-2022 and 2022-2023 school years.

Section 6. Automobile Expense Reimbursement

In the event a teacher is required to provide an automobile in the course of District duties, reimbursement for such use shall be at the IRS rate effective the first of the month following the announcement of the new rate.

Section 7. Incentive for Retirement

- A. A teacher who has at least fifteen (15) years of credited experience in the Richfield Public School District and who is at least age fifty-five (55) and who submits a written letter of

retirement on or before February 1 of the school year at the end of which the teacher wishes to retire shall receive early retirement incentive pay upon retirement. Teachers who have been on an extended leave of absence pursuant to Article X, Sections 8, B or C for more than one of the three years immediately preceding retirement are not eligible for retirement incentive pay. However, teachers who have at least twenty-five (25) years of credited experience in the Richfield Public School District may receive retirement incentive pay immediately following an extended leave of absence provided the leave is from three to five years in length and provided they do not return to teaching in the Richfield Public Schools following the leave. The amount of retirement incentive pay shall be based on the teacher's years of service and accrued sick leave. Accrued sick leave shall mean the number of days the teacher has accumulated at the effective date of retirement.

The teacher's retirement incentive pay shall be the sum of the applicable amounts determined by the provisions of Division B below. Part-time teachers will receive a prorated amount based on the average number of hours assigned during the last 15 years of credited experience. Teachers participating in a phased retirement agreement per the terms of Division G below, will have the total amount prorated according to the average number of hours assigned during the highest 15 of the last 17 years of credited experience.

Retirement incentive pay is considered earned only after the teacher completes active employment through the Board approved retirement date.

- B. Provided all provisions of Divisions A (above) are met, employees shall be paid retirement severance benefits calculated as follows:
 - 1. A benefit, not to exceed twenty thousand dollars (\$20,000), shall be paid at a rate of \$200 per day of unused sick leave for up to 100 unused sick leave days.
 - 2. A benefit, not to exceed ten thousand dollars (\$10,000), shall be paid based upon years of service calculated as follows:
 - a. 15 years of service in Richfield -- \$ 7,500.00
 - b. 20 years of service in Richfield -- \$ 8,250.00
 - c. 25 years of service in Richfield -- \$10,000.00
 - 3. An additional benefit of \$5,000 will be paid for those teachers who have more than 150 days of unused sick leave.
- C. The teacher shall receive the amount of retirement incentive pay in one (1) lump sum payment within thirty (30) days of the last date of employment by the District. The full amount of severance pay a retiring employee is eligible to receive herein shall be contributed into a 403b supplemental retirement account established by the employee, exclusively for the purpose of receiving such payment (the "severance 403b"). Such a contribution shall be consistent with the applicable IRS rules on annual additions to tax-deferred accounts. The employee will not receive any direct payment from the school district for severance pay.

- D. If a teacher dies after the board approved retirement date, but before the retirement incentive pay has been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased.
- E. A teacher who wishes to retire at the end of the school year must submit a written letter of retirement on or before February 1 of that school year to qualify for the retirement incentive provided in this section. A teacher who wishes to retire at any other time must submit a written letter of retirement on or before February 1 of the fiscal year which precedes the fiscal year in which the retirement date occurs to qualify for the retirement incentive (e.g. teacher eligibility to retire in October 2021 must give notice on or before February 1, 2021). Retirement applications received after February 1 may be approved but those teachers shall not be eligible for retirement incentive payment.

The School Board, at its sole discretion, may accept a notice of intent to retire at the end of the school year by March 1 and grant the retirement incentive pay as provided in this section if the reason for retirement is to meet TRA statutory opportunities and notification of such opportunity occurred after February 1.

- F. In the event that it is determined by the IRS that the severance benefit listed in this Article is constructively received by the individual employee in the year that the employee first becomes eligible to receive the benefit (and not in the year that the person retires), the District agrees to the following:
 - 1. The District will withhold from the incentive for retirement pay as provided in this section and transmit to the IRS the amount necessary to comply with normal tax withholding standards under IRS rules in the year that the income is constructively received.
 - 2. The remaining portion of the severance pay will be paid out in accordance with the terms of this agreement.
 - 3. If there is no compensation from which to deduct a tax paid, then the teacher shall repay the amount of the tax to the District.
- G. Teachers with more than 15 years credited experience in the District who are TRA eligible for retirement within the next two years and who wish to enter into a phased retirement agreement with the District for up to two years must apply to the District by February 1 of the school year preceding the proposed phased retirement. The request must state if it is for one or two years and the portion of the position the teacher would like to continue teaching. The District, at its sole discretion, may approve or deny the request. A teacher in a phased retirement will be required to work not more than .8 FTE and not less than .3 FTE. If approved, the teacher will receive salary, benefits and credited experience for the part-time FTE the teacher actually works. The District will pay the employer portion of TRA contributions for the compensation earned from the part-time position the employee is actually working. The teacher must pay the employee portion of the TRA contributions for a full-time position pursuant to MS 354.66, including the difference between the amount of the employer contribution the teacher would receive if working full-time and the actual amount the employer contributes pursuant to this section. At the end of the phased retirement period the teacher must move to full retirement. If the

District denies a timely request for phased retirement, the teacher shall have ten calendar days following the denial in order to provide notice of retirement and receive the benefits provided in Article XVIII, Section 7.

Section 8. Communications – Cellular or Smart Phone Stipend

The District shall provide a cellular phone or a monetary stipend, at its discretion, of \$40 (forty dollars) per month to teachers who are classified by the District under the District’s Cellular or Smart Phone Stipend Guidelines as “Mobile Employees”. Mobile Employees are specifically teachers who work remotely from multiple non-district locations during their duty day and need to use their personal cellular or smart phone device regularly throughout the work day for work related business.

The District reserves the right to determine which teachers will be classified as Mobile Employees and who are eligible for this stipend.

ARTICLE XIX DISCIPLINE

Section 1: Just Cause.

The Employer shall have the right to discipline employees for just cause. Due process shall be provided.

Section 2: Advance Notice of Anticipated Action

Before a teacher is disciplined, beyond verbal notification, he/she is entitled to advance notice of the anticipated action. Notice can be either oral or written and should include the following:

1. Explanation of concerns;
2. Explanation of evidence supporting such concerns; and
3. Opportunity for the teacher to present his/her side of the story or defense

Section 3: Discipline Levels

The Employer recognizes the need for progressing through a series of levels. Normally the Employer will utilize the levels for discipline in the order listed below, but the specific level chosen is within the discretion of the superintendent or a designee. Circumstances surrounding each individual case will affect the level chosen. Levels of Discipline:

1. Written Reprimand.
2. Suspension without pay for up to five (5) days. Upon mutual agreement of the employer and the teacher, the suspension without pay may be substituted by a fine for the equivalent number of days. This means that the teacher will work on those days, which would have been unpaid days of suspension, but the teacher’s pay will be docked for the full gross salary.
3. Termination pursuant to M.S. 122A.40, Sub. 9.
4. Immediate discharge pursuant to M.S. 122A.40, Sub. 13.

Section 4: Miscellaneous

- A. A teacher will be informed of the right to have an Education Richfield representative present at each level of discipline.
- B. A teacher may grieve any level of discipline except for termination or immediate discharge, which shall be in accordance with M.S. 122A.40.
- C. Non-renewal of probationary teachers shall not be grievable.
- D. Teachers may be suspended with pay during investigations. It is understood that suspension with pay does not constitute discipline.

Section 5: Intent of the Parties

If a teacher has been suspended without pay for five duty days and subsequently engages in the same or similar conduct, the parties agree that termination is the appropriate next step, subject to the District's ability to prove that the teacher engaged in the same or similar conduct.

ARTICLE XX
DURATION OF AGREEMENT

Section 1. Duration

- A. This Agreement shall be effective and/or retroactive to July 1, 2021, and shall continue in effect until June 30, 2023. If a new and substitute Agreement has not been duly entered into prior to June 30, 2023, the terms of this Agreement shall continue in full force and effect until such substitute Agreement is adopted, which shall then be fully retroactive to July 1, 2019.
- B. Economic compensation for all extended school year programs shall become effective on the first day of the session. Schedules for compensation for 2022 and 2023 programs are found in Appendix D of this Agreement. The Summer/ALC Instructional Programs and Curriculum Writing/Staff Development hourly pay rates will be effective on the date of ratification of this agreement and shall not be retroactive.

Section 2. Amendment

It is acknowledged that the parties of this Master Agreement have the right to amend or extend said Agreement as it is mutually agreeable. However, it is mutually agreed that neither party has the right to require such negotiations if the other party is not agreeable, nor to insist that any negotiations, if undertaken, must reach an acceptable conclusion. Further, that in no event should any such negotiations extend to any subject matter not required to be bargained under the definitions in P.E.L.R.A. However, if such discussions are had and reach a mutually agreeable conclusion, the same is not to be binding until ratified in turn by the School Board and Education Richfield.

Section 3. Severability

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof. The District and Education Richfield mutually agree to amend this Master Agreement should any provision of the Agreement be severed or rendered invalid as a result of United States Supreme Court or Minnesota Supreme Court decisions.

Section 4. Conclusion

This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the teachers of the District. The provisions herein related to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**APPENDIX A
 RICHFIELD PUBLIC SCHOOLS 2021-2022
 LICENSED STAFF SALARY SCHEDULE**

STEP	BA	BA +10	BA +20	BA +30	BA +40	MA	MA +10	MA +20	MA +30	MA +40/ Specialist	PHD
1	\$44,875	\$45,257	\$45,518	\$46,400	\$47,965	\$48,474	\$49,740	\$50,720	\$52,289	\$53,938	\$53,938
2	\$46,137	\$46,708	\$46,971	\$47,592	\$49,189	\$49,782	\$51,116	\$52,219	\$53,843	\$55,369	\$55,369
3	\$47,663	\$48,044	\$48,363	\$49,058	\$50,724	\$51,462	\$52,989	\$54,031	\$55,714	\$57,116	\$57,755
4	\$48,884	\$49,277	\$49,635	\$50,576	\$52,469	\$53,621	\$54,877	\$56,074	\$57,708	\$59,033	\$60,862
5	\$50,180	\$50,485	\$50,894	\$52,270	\$54,472	\$56,231	\$57,469	\$58,770	\$60,049	\$61,475	\$63,990
6	\$51,313	\$51,588	\$52,468	\$54,197	\$56,509	\$58,779	\$60,082	\$61,422	\$62,833	\$64,320	\$70,455
7	\$52,403	\$53,106	\$54,617	\$56,165	\$58,633	\$61,346	\$62,724	\$64,136	\$65,612	\$70,455	\$71,982
8	\$54,392	\$54,729	\$56,212	\$57,825	\$60,412	\$63,974	\$65,368	\$66,792	\$70,455	\$71,982	\$73,887
9	\$55,003	\$56,684	\$58,240	\$59,989	\$62,934	\$66,535	\$67,975	\$70,455	\$71,982	\$75,794	\$77,702
10	\$55,855	\$58,501	\$60,267	\$62,031	\$65,357	\$69,104	\$70,836	\$73,887	\$75,794	\$79,611	\$81,519
11	\$56,643	\$62,115	\$64,329	\$66,062	\$69,202	\$73,887	\$75,794	\$77,702	\$79,611	\$81,519	\$83,425
	BA	BA +10	BA +20	BA +30	BA +40	MA	MA +10	MA +20	MA +30	MA +40/ Specialist	PHD
CAREER 12	\$57,375	\$66,701	\$69,680	\$71,634	\$75,033	\$80,316	\$82,073	\$83,757	\$86,115	\$88,310	\$92,451
13	\$57,375	\$66,701	\$69,680	\$71,634	\$75,033	\$80,316	\$82,073	\$83,757	\$86,115	\$88,310	\$92,451
14	\$57,375	\$66,701	\$69,680	\$71,634	\$75,033	\$80,316	\$82,073	\$83,757	\$86,115	\$88,310	\$92,451
15	\$57,375	\$66,701	\$69,680	\$71,634	\$75,033	\$80,316	\$82,073	\$83,757	\$86,115	\$88,310	\$92,451
CAREER 16	\$58,825	\$68,151	\$71,131	\$73,085	\$76,483	\$82,395	\$84,154	\$85,863	\$88,244	\$90,439	\$94,605
17	\$58,825	\$68,151	\$71,131	\$73,085	\$76,483	\$82,395	\$84,154	\$85,863	\$88,244	\$90,439	\$94,605
18	\$58,825	\$68,151	\$71,131	\$73,085	\$76,483	\$82,395	\$84,154	\$85,863	\$88,244	\$90,439	\$94,605
19	\$58,825	\$68,151	\$71,131	\$73,085	\$76,483	\$82,395	\$84,154	\$85,863	\$88,244	\$90,439	\$94,605
CAREER 20	\$61,029	\$70,355	\$73,337	\$75,289	\$78,689	\$85,281	\$87,039	\$88,721	\$91,079	\$93,276	\$97,467

**RICHFIELD PUBLIC SCHOOLS 2022-2023
LICENSED SALARY SCHEDULE**

STEP	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40/ Specialist	PHD
1	\$45,773	\$46,162	\$46,428	\$47,328	\$48,924	\$49,443	\$50,735	\$51,734	\$53,335	\$55,017	\$55,017
2	\$47,060	\$47,642	\$47,910	\$48,544	\$50,173	\$50,778	\$52,138	\$53,263	\$54,920	\$56,476	\$56,476
3	\$48,616	\$49,005	\$49,330	\$50,039	\$51,738	\$52,491	\$54,049	\$55,112	\$56,828	\$58,258	\$58,910
4	\$49,862	\$50,263	\$50,628	\$51,588	\$53,518	\$54,693	\$55,975	\$57,195	\$58,862	\$60,214	\$62,079
5	\$51,184	\$51,495	\$51,912	\$53,315	\$55,561	\$57,356	\$58,618	\$59,945	\$61,250	\$62,705	\$65,270
6	\$52,339	\$52,620	\$53,517	\$55,281	\$57,639	\$59,955	\$61,284	\$62,650	\$64,090	\$65,606	\$71,864
7	\$53,451	\$54,168	\$55,709	\$57,288	\$59,806	\$62,573	\$63,978	\$65,419	\$66,924	\$71,864	\$73,422
8	\$55,480	\$55,824	\$57,336	\$58,982	\$61,620	\$65,253	\$66,675	\$68,128	\$71,864	\$73,422	\$75,365
9	\$56,103	\$57,818	\$59,405	\$61,189	\$64,193	\$67,866	\$69,335	\$71,864	\$73,422	\$77,310	\$79,256
10	\$56,972	\$59,671	\$61,472	\$63,272	\$66,664	\$70,486	\$72,253	\$75,365	\$77,310	\$81,203	\$83,149
11	\$57,776	\$63,357	\$65,616	\$67,383	\$70,586	\$75,365	\$77,310	\$79,256	\$81,203	\$83,149	\$85,094
	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40/ Specialist	PHD
CAREER	\$58,523	\$68,035	\$71,074	\$73,067	\$76,534	\$81,922	\$83,714	\$85,432	\$87,837	\$90,076	\$94,300
12	\$58,523	\$68,035	\$71,074	\$73,067	\$76,534	\$81,922	\$83,714	\$85,432	\$87,837	\$90,076	\$94,300
13	\$58,523	\$68,035	\$71,074	\$73,067	\$76,534	\$81,922	\$83,714	\$85,432	\$87,837	\$90,076	\$94,300
14	\$58,523	\$68,035	\$71,074	\$73,067	\$76,534	\$81,922	\$83,714	\$85,432	\$87,837	\$90,076	\$94,300
15	\$58,523	\$68,035	\$71,074	\$73,067	\$76,534	\$81,922	\$83,714	\$85,432	\$87,837	\$90,076	\$94,300
CAREER	\$60,002	\$69,514	\$72,554	\$74,547	\$78,013	\$84,043	\$85,837	\$87,580	\$90,009	\$92,248	\$96,497
16	\$60,002	\$69,514	\$72,554	\$74,547	\$78,013	\$84,043	\$85,837	\$87,580	\$90,009	\$92,248	\$96,497
17	\$60,002	\$69,514	\$72,554	\$74,547	\$78,013	\$84,043	\$85,837	\$87,580	\$90,009	\$92,248	\$96,497
18	\$60,002	\$69,514	\$72,554	\$74,547	\$78,013	\$84,043	\$85,837	\$87,580	\$90,009	\$92,248	\$96,497
19	\$60,002	\$69,514	\$72,554	\$74,547	\$78,013	\$84,043	\$85,837	\$87,580	\$90,009	\$92,248	\$96,497
CAREER	\$62,250	\$71,762	\$74,804	\$76,795	\$80,263	\$86,987	\$88,780	\$90,495	\$92,901	\$95,142	\$99,416
20	\$62,250	\$71,762	\$74,804	\$76,795	\$80,263	\$86,987	\$88,780	\$90,495	\$92,901	\$95,142	\$99,416

APPENDIX D

EXTENDED PROFESSIONAL ASSIGNMENTS

	<u>2021-2022</u>	<u>2022-2023</u>
<u>D 1</u> <u>Summer/ALC Instructional Programs</u>	\$36.50 per hour*	\$37.50 per hour
<u>D 2</u> <u>Curriculum Writing/Staff Development</u>	\$35.50 per hour*	\$36.00 per hour
<u>D 3</u> <u>Driver Education</u>		
Behind the Wheel	\$25.00 per hour*	\$25.00 per hour
Classroom	\$29.00 per hour*	\$29.00 per hour
<u>D 4</u> <u>Online Learning Instruction</u>		
Course development stipend	\$1,500 per course developed & scheduled	
Additional instructional assignments	1-2 students: \$500 per student/semester 3-10 students: \$350 per student/semester 10+ students: \$3500 per semester	

Teachers facilitating online courses with student enrollments of 10 or more students may be scheduled for an online course in lieu of an onsite course as part of their regular teaching assignment if agreed jointly by teacher and principal. The \$3500 stipend would not be paid if the course is taught as part of the regular instructional assignment instead of as an additional assignment.

<u>D 5</u> <u>Educational Leadership</u>	
Educational Leaders (K-12)	\$2,500

K-12 Educational Leaders will be identified each fall by building principals during workshop week.

In buildings where teacher supervisions are assigned, a staff member selected for an educational leadership stipend and their principal/supervisor may jointly waive the payment of the stipend for a school year in exchange for that teacher being released from building supervision during the student contact day.

Educational Leaders (Special Education)

Level I:	\$4,500
Level II:	\$3,500
Level III:	\$2,500

Educational Leaders (Technology)	\$2,500
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Staff Development Chairs	up to \$2,500
To be determined based on duties	

Student Attendance Review Board Chair

\$600

D 6 Extended Time Assignments

Counselors, psychologist, social workers, special education lead teachers, coordinators, district media coordinator, deans of students, teachers on alternative school year calendars, media specialists or others as approved by the Director of Human Resources may apply to work an extended school year. Extended time approved by the district will be paid at the rate of \$300 per day.

D 7 National and Other Certifications

Teachers who are certified by the National Board of Professional Teachers Standards will receive a \$1,500 annual stipend each year their certification is on file in the Human Resources Office.

Speech-Language clinicians who are certified by the American Speech-Hearing Association with a Certificate of clinical competence will receive a \$1,000 annual stipend each year their certification is on file in the Human Resources Office.

For the certifications and licenses listed immediately below, the District will reimburse the individual for the cost of re-licensure or re-certification provided their certification remains on file in the Human Resources Office:

- a. School Psychologists – National Certification by National Association of School Psychologists (NCSP),
- b. School Social Workers – License for Independent Clinical Social Work (LICSW),
- c. Occupational Therapists – Occupational Therapist Registered Certificate (OTR),
- d. Licensed School Nurses – License from the Minnesota Board of Nursing or National School Nursing Certification, and
- e. School Counselors – National Certified Counselor (NCC).

In the event the District requires the individual to hold the designated certification or license, as an alternate to the reimbursed costs the individual will be paid \$1,000 annually (pro-rated for part-time employees) in addition to their regular annual salary. This stipend is subject to renewal or nonrenewal based on requirements by the District on an annual basis.

D 8 Continuing Contract Bonus

Teachers who return to teaching in Richfield Schools the year following completion of their probationary period will be paid a one-time payment of \$500. Such payment will be made on the second payroll in September.

D 9 College in the Schools

Teachers assigned to teach College in the Schools courses will be paid \$1,330 per subject for additional assigned training and meetings.

D10 Check and Connect Monitors

Teachers who are assigned responsibilities as Check and Connect Monitors will be paid \$10 per student per week during which the assigned monitor and student meet.

D11 Bilingual Fluency

Teachers who are determined by the District to be bilingually fluent in a District identified language area will be paid \$1,500 annually (prorated for part-time employees) in addition to their regular annual salary. The stipend is subject to renewal or nonrenewal by the District on an annual basis.

D12 Teacher Shortage or Hard-to-Fill Areas

Teachers who are teaching in an area determined by the District to be a teacher shortage or hard-to-fill area will be paid \$1,000 annually (prorated for part-time employees) in addition to their regular annual salary. All teachers teaching in the teacher shortage or hard-to-fill area as determined by the District will receive the additional stipend. The stipend is subject to renewal or nonrenewal by the District on an annual basis.

*2021-2022 Hourly rates for Sections D1, D2, and D3 are effective upon the date of ratification of the agreement.

**APPENDIX E -- CO-CURRICULAR SALARY SCHEDULE
2021-2023**

	2021-2022				2022-2023			
	FACTOR (1.000) =	Yrs 1-2	Yrs 3-6	Yrs 7+	FACTOR (1.000) =	Yrs 1-2	Yrs 3-6	Yrs 7+
BASEBALL								
Senior High Varsity	1.000	\$5,418	\$5,591	\$5,787	1.000	\$5,526	\$5,703	\$5,903
Senior High Varsity Assistant	0.730	\$3,955	\$4,081	\$4,225	0.730	\$4,034	\$4,163	\$4,309
Ninth Grade	0.633	\$3,430	\$3,539	\$3,663	0.633	\$3,498	\$3,610	\$3,737
Ninth Grade Assistant	0.480	\$2,601	\$2,684	\$2,778	0.480	\$2,652	\$2,737	\$2,833
Middle School	0.400	\$2,167	\$2,236	\$2,315	0.400	\$2,210	\$2,281	\$2,361
BASKETBALL								
Senior High Varsity	1.200	\$6,502	\$6,709	\$6,944	1.200	\$6,631	\$6,844	\$7,084
Senior High Varsity Assistant	0.900	\$4,876	\$5,032	\$5,208	0.900	\$4,973	\$5,133	\$5,313
Ninth Grade	0.750	\$4,064	\$4,193	\$4,340	0.750	\$4,145	\$4,277	\$4,427
Ninth Grade Assistant	0.545	\$2,953	\$3,047	\$3,154	0.545	\$3,012	\$3,108	\$3,217
Middle School	0.400	\$2,167	\$2,236	\$2,315	0.400	\$2,210	\$2,281	\$2,361
CROSS COUNTRY								
Senior High Varsity	0.750	\$4,064	\$4,193	\$4,340	0.750	\$4,145	\$4,277	\$4,427
Senior High Varsity Assistant	0.563	\$3,050	\$3,148	\$3,258	0.563	\$3,111	\$3,211	\$3,323
Middle School	0.280	\$1,517	\$1,565	\$1,620	0.280	\$1,547	\$1,597	\$1,653
DANCE TEAM								
Competition-Sr High Varsity	0.725	\$3,928	\$4,053	\$4,196	0.725	\$4,006	\$4,135	\$4,280
Performance-Sr High Varsity	0.360	\$1,950	\$2,013	\$2,083	0.360	\$1,989	\$2,053	\$2,125
Competition-Sr High Varsity Assistant	0.535	\$2,899	\$2,991	\$3,096	0.535	\$2,956	\$3,051	\$3,158
Performance-Sr High Varsity Assistant	0.265	\$1,436	\$1,482	\$1,534	0.265	\$1,464	\$1,511	\$1,564
Senior High Hip Hop	0.100	\$542	\$559	\$579	0.100	\$553	\$570	\$590
EQUIPMENT MANAGER								
Senior High Varsity	1.000	\$5,418	\$5,591	\$5,787	1.000	\$5,526	\$5,703	\$5,903
FOOTBALL								
Senior High Varsity	1.200	\$6,502	\$6,709	\$6,944	1.200	\$6,631	\$6,844	\$7,084
Senior High Varsity Assistant	0.900	\$4,876	\$5,032	\$5,208	0.900	\$4,973	\$5,133	\$5,313
Senior High B/JV Head Coach	0.950	\$5,147	\$5,311	\$5,498	0.950	\$5,250	\$5,418	\$5,608
Ninth Grade Head Coach	0.750	\$4,064	\$4,193	\$4,340	0.750	\$4,145	\$4,277	\$4,427
Ninth Grade Assistant	0.500	\$2,709	\$2,796	\$2,894	0.500	\$2,763	\$2,852	\$2,952
Middle School Head Coach	0.550	\$2,980	\$3,075	\$3,183	0.550	\$3,039	\$3,137	\$3,247
Middle School Assistant	0.450	\$2,438	\$2,516	\$2,604	0.450	\$2,487	\$2,566	\$2,656
GIRLS ATHLETIC COORDINATOR	1.200	\$6,502	\$6,709	\$6,944	1.200	\$6,631	\$6,844	\$7,084
GOLF								
Varsity	0.750	\$4,064	\$4,193	\$4,340	0.750	\$4,145	\$4,277	\$4,427
Senior High Varsity Assistant	0.563	\$3,050	\$3,148	\$3,258	0.563	\$3,111	\$3,211	\$3,323
Middle School	0.280	\$1,517	\$1,565	\$1,620	0.280	\$1,547	\$1,597	\$1,653
GYMNASTICS								
Senior High Varsity	1.000	\$5,418	\$5,591	\$5,787	1.000	\$5,526	\$5,703	\$5,903
Senior High Varsity Assistant	0.730	\$3,955	\$4,081	\$4,225	0.730	\$4,034	\$4,163	\$4,309
HOCKEY								
Senior High Varsity	1.200	\$6,502	\$6,709	\$6,944	1.200	\$6,631	\$6,844	\$7,084
Senior High Varsity Assistant	0.900	\$4,876	\$5,032	\$5,208	0.900	\$4,973	\$5,133	\$5,313
MIDDLE SCHOOL ATHLETIC DIRECTOR	1.000	\$5,418	\$5,591	\$5,787	1.000	\$5,526	\$5,703	\$5,903

*Years of experience shall be considered to be the number of years of experience the teacher has in that particular activity in the District unless a larger number of years is mutually agreed to by the teacher and the District.

CO-CURRICULAR SALARY SCHEDULE 2021-2023 CONTINUED

	2021-2022			2022-2023				
	FACTOR (1.000) :	Yrs 1-2 \$5,418	Yrs 3-6 \$5,591	Yrs 7+ \$5,787	FACTOR (1.000) :	Yrs 1-2 \$5,526	Yrs 3-6 \$5,703	Yrs 7+ \$5,903
INTRAMURAL ATHLETICS								
Senior High Coordinator	0.400	\$2,167	\$2,236	\$2,315	0.400	\$2,210	\$2,281	\$2,361
Senior High Activities	0.080	\$433	\$447	\$463	0.080	\$442	\$456	\$472
Middle School Coordinator	0.400	\$2,167	\$2,236	\$2,315	0.400	\$2,210	\$2,281	\$2,361
Middle School Activities	0.080	\$433	\$447	\$463	0.080	\$442	\$456	\$472
Middle School Skiing	0.180	\$975	\$1,006	\$1,042	0.180	\$995	\$1,027	\$1,063
SKIING								
Senior High Varsity	0.750	\$4,064	\$4,193	\$4,340	0.750	\$4,145	\$4,277	\$4,427
Senior High Varsity Assistant	0.563	\$3,050	\$3,148	\$3,258	0.563	\$3,111	\$3,211	\$3,323
SOCCER								
Senior High Varsity	1.000	\$5,418	\$5,591	\$5,787	1.000	\$5,526	\$5,703	\$5,903
Senior High Varsity Assistant	0.730	\$3,955	\$4,081	\$4,225	0.730	\$4,034	\$4,163	\$4,309
Ninth Grade	0.633	\$3,430	\$3,539	\$3,663	0.633	\$3,498	\$3,610	\$3,737
Ninth Grade Assistant	0.480	\$2,601	\$2,684	\$2,778	0.480	\$2,652	\$2,737	\$2,833
Middle School	0.400	\$2,167	\$2,236	\$2,315	0.400	\$2,210	\$2,281	\$2,361
SOFTBALL								
Senior High Varsity	1.000	\$5,418	\$5,591	\$5,787	1.000	\$5,526	\$5,703	\$5,903
Senior High Varsity Assistant	0.730	\$3,955	\$4,081	\$4,225	0.730	\$4,034	\$4,163	\$4,309
Ninth Grade	0.633	\$3,430	\$3,539	\$3,663	0.633	\$3,498	\$3,610	\$3,737
Ninth Grade Assistant	0.480	\$2,601	\$2,684	\$2,778	0.480	\$2,652	\$2,737	\$2,833
Middle School	0.400	\$2,167	\$2,236	\$2,315	0.400	\$2,210	\$2,281	\$2,361
SWIMMING/SYNCHRONIZED SWIMMING								
Senior High Varsity	1.000	\$5,418	\$5,591	\$5,787	1.000	\$5,526	\$5,703	\$5,903
Senior High Varsity Assistant	0.730	\$3,955	\$4,081	\$4,225	0.730	\$4,034	\$4,163	\$4,309
TENNIS								
Senior High Varsity	0.750	\$4,064	\$4,193	\$4,340	0.750	\$4,145	\$4,277	\$4,427
Senior High Varsity Assistant	0.563	\$3,050	\$3,148	\$3,258	0.563	\$3,111	\$3,211	\$3,323
Ninth Grade	0.480	\$2,601	\$2,684	\$2,778	0.480	\$2,652	\$2,737	\$2,833
Middle School	0.400	\$2,167	\$2,236	\$2,315	0.400	\$2,210	\$2,281	\$2,361
TRACK AND FIELD								
Senior High Varsity	1.000	\$5,418	\$5,591	\$5,787	1.000	\$5,526	\$5,703	\$5,903
Senior High Varsity Assistant	0.730	\$3,955	\$4,081	\$4,225	0.730	\$4,034	\$4,163	\$4,309
Middle School	0.400	\$2,167	\$2,236	\$2,315	0.400	\$2,210	\$2,281	\$2,361
VOLLEYBALL								
Senior High Varsity	1.000	\$5,418	\$5,591	\$5,787	1.000	\$5,526	\$5,703	\$5,903
Senior High Varsity Assistant	0.730	\$3,955	\$4,081	\$4,225	0.730	\$4,034	\$4,163	\$4,309
Ninth Grade	0.633	\$3,430	\$3,539	\$3,663	0.633	\$3,498	\$3,610	\$3,737
Middle School	0.400	\$2,167	\$2,236	\$2,315	0.400	\$2,210	\$2,281	\$2,361
WEIGHT ROOM SUPERVISOR								
School Year Coordinator	1.000	\$5,418	\$5,591	\$5,787	1.000	\$5,526	\$5,703	\$5,903
Summer Coordinator(s)	0.650	\$3,522	\$3,634	\$3,762	0.650	\$3,592	\$3,707	\$3,837
WRESTLING								
Senior High Varsity	1.200	\$6,502	\$6,709	\$6,944	1.200	\$6,631	\$6,844	\$7,084
Senior High Varsity Assistant	0.900	\$4,876	\$5,032	\$5,208	0.900	\$4,973	\$5,133	\$5,313
Ninth Grade	0.750	\$4,064	\$4,193	\$4,340	0.750	\$4,145	\$4,277	\$4,427
Ninth Grade Assistant	0.545	\$2,953	\$3,047	\$3,154	0.545	\$3,012	\$3,108	\$3,217
Middle School	0.400	\$2,167	\$2,236	\$2,315	0.400	\$2,210	\$2,281	\$2,361

*Years of experience shall be considered to be the number of years of experience the teacher has in that particular activity in the District unless a larger number of years is mutually agreed to by the teacher and the District.

CO-CURRICULAR SALARY SCHEDULE 2021-2023 CONTINUED

	2021-2022		2022-2023	
	Base		Base	
FACTOR		FACTOR		
(1.000) =	\$5,418	(1.000) =	\$5,526	
ACADEMIC COMPETITIONS				
Chess Club - RHS	0.215	\$1,165	0.215	\$1,188
Destination Imagination	0.215	\$1,165	0.215	\$1,188
FIRST Lego League	0.215	\$1,165	0.215	\$1,188
FIRST Robotics League	0.375	\$2,032	0.375	\$2,072
High School Robotics Competition	0.700	\$3,793	0.700	\$3,868
Future Problem Solvers	0.215	\$1,165	0.215	\$1,188
Knowledge Bowl/Quiz Bowl	0.150	\$813	0.150	\$829
Math Team - RHS	0.320	\$1,734	0.320	\$1,768
Math Team - RMS	0.260	\$1,409	0.260	\$1,437
BAND				
Senior High Band Director	1.150	\$6,231	1.150	\$6,355
Senior High Band Assistant	0.400	\$2,167	0.400	\$2,210
Senior High Jazz Band (Only if not offered in class)	0.400	\$2,167	0.400	\$2,210
Marching Band--Flags	0.400	\$2,167	0.400	\$2,210
Marching Band - Flags (Winter)	0.400	\$2,167	0.400	\$2,210
Middle School Band Director	0.400	\$2,167	0.400	\$2,210
Middle School Jazz Band	0.290	\$1,571	0.290	\$1,603
Elementary	0.285	\$1,544	0.285	\$1,575
CHEERLEADERS				
Senior High Director	0.570	\$3,088	0.570	\$3,150
Senior High Assistant (1 Fall, 1 Winter)	0.235	\$1,273	0.235	\$1,299
DEBATE				
Senior High Varsity Director	0.785	\$4,253	0.785	\$4,338
Senior High Varsity Assistant	0.715	\$3,874	0.715	\$3,951
Senior High Sophomore Director	0.715	\$3,874	0.715	\$3,951
Senior High Sophomore Assistant	0.340	\$1,842	0.340	\$1,879
Middle School	0.250	\$1,355	0.250	\$1,382
DECA				
	0.500	\$2,709	0.500	\$2,763
DRAMA				
Fine Arts Coordinator	0.775	\$4,199	0.775	\$4,283
Director--Full Length Play	0.650	\$3,522	0.650	\$3,592
Set Design/Construction/Painting-Full Length Play	0.250	\$1,355	0.250	\$1,382
Costumer	0.250	\$1,355	0.250	\$1,382
Director--One Act Play	0.300	\$1,625	0.300	\$1,658
Director--Full Length Musical	0.750	\$4,064	0.750	\$4,145
Musical II--Music Director-Vocal	0.450	\$2,438	0.450	\$2,487
Musical II--Music Director-Instrumental	0.450	\$2,438	0.450	\$2,487
Musical III--Set Designer	0.375	\$2,032	0.375	\$2,072
Musical IV--Set Support (Painting/Construction)	0.225	\$1,219	0.225	\$1,243
Choreographer--Musical	0.300	\$1,625	0.300	\$1,658
Middle School Drama Coordinator	0.300	\$1,625	0.300	\$1,658
Music Director--Middle School Musical	0.290	\$1,571	0.290	\$1,603
Middle School Drama--Set Construction	0.150	\$813	0.150	\$829
E-MENTORING ADVISORS				
	0.270	\$1,463	0.270	\$1,492
ENVIRONMENTAL LEARNING CENTER				
Coordinator	0.600	\$3,251	0.600	\$3,316
Assistant Coordinator	0.215	\$1,165	0.215	\$1,188
Supervising Teachers (per night)		\$150		\$153
JOURNALISM				
Senior High Paper (Spotlight)/edition	0.100	\$542	0.100	\$553
Senior High Annual (Aurean)	0.650	\$3,522	0.650	\$3,592
Middle School Paper	0.350	\$1,896	0.350	\$1,934
Middle School Annual	0.500	\$2,709	0.500	\$2,763

CO-CURRICULAR SALARY SCHEDULE 2021-2023 CONTINUED

	FACTOR (1,000) :	2021-2022 Base \$5,418	FACTOR (1,000) :	2022-2023 Base \$5,526
JUNIOR OPTIMIST	0.216	\$1,169	0.216	\$1,193
LITERARY MAGAZINE	0.320	\$1,734	0.320	\$1,768
NATIONAL HONOR SOCIETY	0.500	\$2,709	0.500	\$2,763
SCHOOL PATROL (ELEMENTARY) LEVEL I	0.275	\$1,490	0.275	\$1,520
SERVICE ASSIGNMENTS				
School Service Assignments, when assigned by the principal shall be paid at a rate of for any given assignment, not to exceed		(per hour) \$25.00 \$175.00		(per hour) \$25.50 \$178.50
SIT/SITE TEAMS (per member)	0.200	\$1,084	0.200	\$1,105
SPEECH				
Senior High Director	0.700	\$3,793	0.700	\$3,868
Assistant Senior High Director	0.460	\$2,492	0.460	\$2,542
STAGE				
Auditorium Manager--RHS/RMS (12 months)	0.950	\$5,147	0.950	\$5,250
Assistant Director of Stage and Sound--RHS	0.700	\$3,793	0.700	\$3,868
Assistant Director of Stage and Sound--RMS	0.350	\$1,896	0.350	\$1,934
Technical Manager--RHS Musical	0.250	\$1,355	0.250	\$1,382
Technical Manager--RHS One Act Play	0.200	\$1,084	0.200	\$1,105
Technical Manager--RHS Full Length Play	0.250	\$1,355	0.250	\$1,382
Technical Manager--Middle School Drama	0.075	\$406	0.075	\$414
STEP SQUAD	0.265	\$1,436	0.265	\$1,464
STUDENT ACTIVITIES				
Elementary After School Program Coordinators	0.450	\$2,438	0.450	\$2,487
RHS Student Activity Coordinator - Fire & Ice	0.084	\$455	0.084	\$464
RHS Student Activity Coordinator - Prom	0.125	\$677	0.125	\$691
RHS Student Activity Coordinator - Homecoming	0.166	\$899	0.166	\$917
STUDENT GOVERNMENT				
Senior High	0.450	\$2,438	0.450	\$2,487
Middle School	0.325	\$1,761	0.325	\$1,796
Elementary	0.200	\$1,084	0.200	\$1,105
VIDEO DIRECTOR	0.650	\$3,522	0.650	\$3,592
VOCAL				
Senior High	0.700	\$3,793	0.700	\$3,868
Middle School	0.400	\$2,167	0.400	\$2,210
Elementary	0.250	\$1,355	0.250	\$1,382
WASHINGTON D.C. TRIP				
Supervising Teachers (per night)		\$150		\$153
WEB SITE				
District Webmaster	0.3934	\$2,131	0.3934	\$2,174
Per Building Web Stipend--Primary	0.2622	\$1,421	0.2622	\$1,449
Per Building Web Stipend--RIS/RMS	0.2622	\$1,421	0.2622	\$1,449
Per Building Web Stipend--RHS	0.3934	\$2,131	0.3934	\$2,174

Pay for post season tournaments shall be earned after a team or team members have advanced beyond a preliminary round contest. The amount paid will be \$150 per event, or for each week the season is extended (partial weeks of three days or more of extended season shall constitute a week). The number of personnel to be eligible shall be determined by the Athletic/fine Arts Director(s) after consultation with the head coach of the activity. Advisors accompanying other groups, at the request of the principal, will be paid \$65 per event.

Stipends assume the length of seasons in ensuing school years are to remain the same as 2018-2019. Should the length of any sport, at either the senior or middle schools, be changed from 2018-2019, the stipend will be adjusted up or down on a pro-rata basis.

**MEMORANDUM OF AGREEMENT
MEETING AND PREPARATION TIME**

This Memorandum of Agreement (“MOA”) is entered into by and between Independent School District No. 280, Richfield (“District”) and Education Richfield (“Union”). The District and the Union are collectively referred to as the “parties.”

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”) governing the general terms and conditions of employment for teachers;

WHEREAS, the parties desire to promote a collaborative work environment that is focused on the individual educational needs of all students and the delivery of quality instruction;

WHEREAS, the parties recognize that teachers need time during the duty day to plan instruction, to prepare for the delivery of instruction, and to collaborate regarding student success; and

WHEREAS, the parties recognize that a productive, well-executed meeting may be required for the efficient running of the school;

NOW, THEREFORE, BE IT AGREED:

1. **Use of Preparation Time.** Teachers may use preparation time to prepare lessons and materials for assigned classes, to conduct conferences, to evaluate student work, to collaborate voluntarily with colleagues, and to perform other tasks related to their assignment. The specific work to be performed during preparation time will generally be within the teacher’s professional discretion as long as it is aligned with the teacher’s professional responsibilities. Principals and other administrators will not regularly schedule meetings during preparation time except for the purpose of the performance and evaluation process (i.e. pre and post observation conferences).
2. **Supervision During Preparation Time.** Absent extraordinary circumstances, teachers will not be required to supervise students during their preparation time. If, at the request or direction of the building principal, a teacher supervises or teaches a class during the teacher’s scheduled preparation time, the District will compensate the teacher for the lost preparation time, calculated by rounding up to the nearest one-quarter hour, based on the instructional program hourly rate specified in Appendix D of the CBA.
3. **Compensation for Additional Preparation Caused by Collapsed Classrooms.** In the event a substitute is not available and the teacher’s students are assigned across other classrooms, any teacher who receives at least 1 additional assigned student, for a half or full day, in this situation will receive a proportional share of the Certified Retired Teacher Substitute daily rate of pay in relation to number of teachers who are assigned responsibility for those students. This compensation is provided in order to compensate for the additional preparation time required to accommodate this change in instruction.

4. **Compensation for Duty Reassignment.** An elementary licensed staff who is pulled from their assigned duty to cover a classroom for a half or full day will be compensated an additional hour, in addition to their regular salary, at the hourly rate of pay.
5. **Collaborative Approach.** All teachers are expected to use a collaborative approach in scheduling meetings with colleagues for the purpose of ensuring the provision of quality instruction and the alignment of regular education services with integrated programming, such as Title I, ELL, and special education programming. Toward that end, when scheduling meetings involving other staff members, teachers are expected to seek consensus from all participants regarding a mutually agreeable date and time for the meeting, including whether the meeting will be held before the student day, during preparation time, or after the student day. To help support this collaboration, the District will attempt to schedule common preparation times among individuals who share students when practicable.
6. **Guidelines for Regularly Scheduled Meetings.** In general, regularly scheduled meetings for all staff in a building outside of preparation time will include a weekly Professional Learning Community (PLC) meeting as well as a weekly collaboration meeting among grade levels, departments, integrated services and special education to plan and prepare instruction. Up to two faculty or building staff development meetings may be scheduled each month. Stipended positions or voluntary committees that meet on an infrequent basis are excluded from these guidelines. In 2016-2017, the collaboration meetings may be scheduled within the assigned planning and preparation time. IEP meetings and child study teams may be required to address the specific needs of individual students and as such, do not fall within the guidelines of Section 6.
7. **K-5 Planning and Preparation Time.** Elementary preparation time includes an additional 50 minutes of planning time per week (total of 300 minutes) for a full-time teacher. The additional time will be used to support planning and preparation for instruction, including at least one weekly meeting to collaborate and co-plan for instruction. The meetings may be rescheduled at the discretion of the assigned team with approval by the building principal.
8. **Collaboration and Professional Learning Community.** Collaboration and Professional Learning Community (PLC) meetings will be scheduled in collaboration with building leadership team factoring in team preferences as well as coordination of staff resources. Meetings may be rescheduled at the discretion of the assigned team with approval by the building principal. Teams that request to have their meetings scheduled outside the normal workday will not be eligible for any additional compensation.
9. **Review of Guidelines.** Major changes to non-student contact time resulting from schedule changes or other concerns that emerge related to preparation time will be the subject of Meet and Confer.
10. **Term.** This MOA will take effect on July 1, 2021 and will automatically expire on June 30, 2023 or upon ratification of the 2023-2025 Master Agreement, whichever occurs later, unless the parties agree, in writing, to amend or extend the terms or provisions of this MOA.
11. **Entire Agreement.** This MOA and the CBA constitute the entire agreement between the parties relating to preparation time for teachers. No party has relied upon any statements,

representations, or promises that are not set forth in this MOA or the CBA. No changes to this MOA are valid unless they are in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOA on the dates shown by their signatures.

UNION

_____ Date: _____
Union President

INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD

_____ Date: _____
School Board Chair

_____ Date: _____
School Board Clerk
RASW: 9650

Memorandum of Agreement
Building Substitutes

This Memorandum of Agreement (“MOA”) is entered into by and between Independent School District No. 280, Richfield (“District”) and Education Richfield (“Union”). The District and the Union are collectively referred to as the “parties.”

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”) governing the general terms and conditions of employment for teachers;

WHEREAS, the District is considering hiring “Building Substitutes.” It is intended that Building Substitutes would be contracted for a specific number of duty days during the school year and would cover for multiple absent teachers;

WHEREAS, Building Substitutes would differ from long-term substitutes (who are covered by Art. VII, Section 3 of the CBA) in that Building Substitutes would not substitute for only one absent teacher, but would likely substitute for many absent teachers over the course of their contracted year;

WHEREAS, Building Substitutes would differ from Reserve Teachers (who are covered by Art. VII, Section 4 of the CBA) in that Building Substitutes would be contracted for a set number of duty days for the school year, rather than working on an as-needed, short call basis.

NOW, THEREFORE, BE IT AGREED;

1. The pay and benefits for Building Substitutes will be established by Board Policy instead of the provisions of the CBA.
2. In the event a Building Substitute acquires continuing contract rights pursuant to Minnesota Statutes section 122A.40, the Building Substitute’s unrequested leave of absence (“ULA”) rights shall be as follows:
 - a. The Building Substitute shall not be able to use seniority to bump another teacher, claim a vacancy, or require a realignment of positions.
 - b. Once placed on ULA, the Building Substitute shall not have recall rights.
 - c. The provisions of Section 2 of this MOA shall constitute and be a part of the ULA plan contained in Article X, Sections 9-13 of the CBA, which has been negotiated pursuant to Minnesota Statutes section 122A.40, subdivision 10.

3. Building Substitutes shall not be covered by the CBA, except to the extent provided above in Section 2 of this MOA.
4. Term. This MOA will take effect immediately upon ratification of the CBA and will automatically expire on June 30, 2023 or upon ratification of the 2023-25 Master Agreement, whichever occurs later, unless the parties agree, in writing, to amend or extend the terms or provisions of this MOA.
5. Entire Agreement. This MOA and the CBA constitute the entire agreement between the parties relating to Building Substitutes. No party has relied upon any statements, representations, or promises that are not set forth in this MOA or the CBA. No changes to this MOA are valid unless they are in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOA on the dates shown by their signatures.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOA on the dates shown by their signatures.

UNION

 Union President

Date: _____

INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD

 School Board Chair

Date: _____

 School Board Clerk

Date: _____

**MEMORANDUM OF AGREEMENT
EARLY CHILDHOOD/PRE-SCHOOL TEACHERS**

This Memorandum of Agreement (“MOA”) is entered into by and between Independent School District No. 280, Richfield (“District”) and Education Richfield (“Union”). The District and the Union are collectively referred to as the “parties.”

WHEREAS, the District and Union are parties to a 2021-23 collective bargaining agreement (“CBA”) governing the general terms and conditions of employment for teachers;

WHEREAS, the District employs Early Childhood/Pre-School Teachers;

WHEREAS, the District and Union wish to clarify the compensation and benefit provisions that apply to these teachers; and

WHEREAS, provisions of Minnesota law, including Minn. Stat. 122A.26, state that these teachers are not covered by the Continuing Contract Law, Minn. Stat. 122A.40.

NOW, THEREFORE, the parties agree to the following:

1. The following provisions of the CBA shall apply for determining the compensation and benefits of Early Childhood/Pre-School teachers:
 - a. Article VIII (Factors Involved in Determination of Salary)
 - b. Article X (Leaves of Absence) – excluding Sections 9, 10, and 11
 - c. Article XI – Grievance Procedure
 - d. Article XIII – School Year
 - e. Article XIV – School Day
 - f. Article XV – Fringe Benefits
 - g. Article XVI – Salary Payment
 - h. Article XVIII – Salary and Economic Welfare
2. The other provisions of the CBA not listed above shall not apply to Early Childhood/Pre-school teachers.
3. This MOA shall become effective on the date it is signed by both parties and shall remain in effect for the duration of the 2021-2023 CBA.

UNION

By _____
President

Date: _____

INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD

By _____
School Board Chair

Date: _____

By _____
School Board Clerk

Date: _____

Memorandum of Agreement Substitute Committee

This Memorandum of Agreement (“MOA”) is entered into by and between Independent School District No. 280, Richfield (“District”) and Education Richfield (“Union”). The District and the Union are collectively referred to as the “parties.”

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”) governing the general terms and conditions of employment for teachers;

WHEREAS, the parties desire to promote a collaborative work environment that is focused on the individual needs of all students and the delivery of quality instruction;

WHEREAS, the parties desire to ensure an effective program for attracting and retaining substitute teachers for high quality instruction when a teacher absence is needed;

NOW, THEREFORE, BE IT AGREED:

The District and Union agree to develop a process for reviewing the consequences of the substitute teaching shortage on teachers using an extended Meet and Confer Committee. The process will include establishing a committee which will discuss the following considerations:

1. Review current practices to attract and retain substitute teachers:
2. Discuss the impact of current substitute teacher shortage on the teaching staff at each of the buildings (sites) in RPS;
3. Discuss ways in which Union and District can work together on messaging around issues related to the need for substitute teachers, the use of sick days, etc.;
4. Identify and evaluate solutions to ensure the continuity of instruction when teachers are absent from the classroom; Possible solutions include but are not limited to:
 - a. Building substitute teachers
 - b. Substitute access to the tools for lessons and class management
 - c. Training for substitute teachers
 - d. Welcoming and ensuring substitute success
5. Provide ongoing evaluation of practices to ensure alignment for continuous improvement in this area.

The Union Lead Negotiator and District Chief Human Resources and Administrative Officer will identify appropriate timing and committee representation, which may vary based on items being discussed. It is agreed that the first meeting for the committee will be scheduled no later than 45 days from ratification of this agreement.

1. **Term.** This MOA will take effect immediately upon ratification of this agreement and will automatically expire on June 30, 2023 or upon ratification of the 2023-2025 Master

Agreement, whichever occurs later, unless the parties agree, in writing, to amend or extend the terms or provisions of this MOA.

- Entire Agreement.** This MOA and the CBA constitute the entire agreement between the parties relating to substitute teachers. No party has relied upon any statements, representations, or promises that are not set forth in this MOA or the CBA. No changes to this MOA are valid unless they are in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOA on the dates shown by their signatures.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOA on the dates shown by their signatures.

UNION

Date: _____

Union President

INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD

Date: _____

School Board Chair

Date: _____

School Board Clerk

MEMORANDUM OF AGREEMENT IMPROVEMENT PLANNING

This Memorandum of Agreement (“MOA”) is entered into by and between Independent School District No. 280, Richfield (“District”) and Education Richfield (“Union”). The District and the Union are collectively referred to as the “parties.”

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”) governing the general terms and conditions of employment for teachers;

WHEREAS, the parties desire to promote a collaborative work environment that is focused on the individual educational needs of all students and the delivery of quality instruction;

WHEREAS, the parties desire to ensure high quality and effective implementation of program improvements;

NOW, THEREFORE, BE IT AGREED:

Richfield School District and Education Richfield agree to develop a process for reviewing program improvement efforts and implementation using an extended Meet and Confer Committee. The process for implementation will include establishing a committee which will discuss the following considerations:

1. Ensure a common understanding of what constitutes an “initiative” for purposes of this committee’s review;
2. Ensure a clear process for program improvement efforts and strategies;
3. Review and discuss who is involved in various initiatives and related timing to consider impact on effective implementation;
4. Evaluate the intended and unintended consequences of each initiative;
5. Discuss effective implementation to consider needs for staff development and follow-up training and review opportunities; and
6. Review how technology can successfully support any initiatives before they are implemented.
7. Review current expectations of activities outside of the regular school day that support parent and community relationships and work to align these efforts across the organization.
8. Review current testing timelines and processes, especially as it relates to diagnostic activities at the beginning of the year, and identify ways to mitigate negative impact on instruction.

The Education Richfield President and Superintendent will identify appropriate timing and committee representation, which may vary based on items being discussed. It is agreed that the first meeting for the committee will be scheduled no later than 45 days from ratification of this agreement.

1. **Term.** This MOA will take effect immediately upon ratification of this agreement and will automatically expire on June 30, 2023 or upon ratification of the 2023-2025 Master Agreement, whichever occurs later, unless the parties agree, in writing, to amend or extend the terms or provisions of this MOA.

2. **Entire Agreement.** This MOA and the CBA constitute the entire agreement between the parties relating to preparation time for teachers. No party has relied upon any statements, representations, or promises that are not set forth in this MOA or the CBA. No changes to this MOA are valid unless they are in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOA on the dates shown by their signatures.

UNION

Union President

Date: _____

INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD

School Board Chair

Date: _____

School Board Clerk

Date: _____

MEMORANDUM OF AGREEMENT

MEET AND CONFER

This Memorandum of Agreement (“MOA”) is entered into by and between Independent School District No. 280, Richfield (“District”) and Education Richfield (“Union”). The District and the Union are collectively referred to as the “parties.”

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”) governing the general terms and conditions of employment for teachers;

WHEREAS, the parties desire to promote a collaborative work environment that is focused on the individual educational needs of all students and the delivery of quality instruction; and

WHEREAS, the parties recognize that supporting a positive and product work environment for staff requires engaging multiple perspectives to address work issues

NOW, THEREFORE, BE IT AGREED that the following topics and goals be discussed during Meet and Confer:

1. **Major Changes in Schedules or Programming.** Review academic program or schedule changes which may be considered for future years.
2. **School Calendar Planning.** Identify potential changes to the school calendar to ensure efficient and effective use of time as well as opportunities to gather perspectives.
3. **Other Items.** Discuss other items as mutually agreed upon by the President of Education Richfield and Richfield Public Schools Chief Human Resources and Administrative Officer.
4. **Term.** This MOA will take effect upon ratification of the 2021-2023 CBA.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOA.

UNION

Union President

Date: _____

INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD

School Board Chair

Date: _____

School Board Clerk

Date: _____

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, September 20, 2021

Subject: RMS Facilities Project Change Order #024

(Recommended by the Superintendent)

That the Board of Education approve RMS Facilities Project Change Order #024 for a net increase of \$24,441.29.

Background Information

- Richfield Middle School Change Order #024 – An addition of \$ 24,441.29 for the addition of handicap automatic door openers, additional electrical for cafeteria vending machines as well as miscellaneous adds for mechanical items and finish trim associated with mechanical equipment.

The original (Contract Sum)	\$16,701,000.00
Net Change by previously authorized Change Orders	\$881,532.59
The contract sum prior to this Change Order	\$17,582,532.59
The contract sum will be increased by this Change Order in the amount of	\$24,441.29
The new contract sum including all Change Orders will be	\$17,606,973.88



ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - RMS - ISD #280, Richfield Middle School
7461 Oliver Avenue South
Richfield, Minnesota 55423

Contract Change Order #024: Shaw-Lundquist CO 024

CONTRACT COMPANY:	Shaw-Lundquist Associates, Inc. 2757 West Service Road St. Paul, Minnesota 55121	CONTRACT FOR:	SC-S180064 - RMS-001:Shaw-Lundquist Single Prime Contract
DATE CREATED:	9/10/2021	CREATED BY:	Raeann Wynn (ICS - Minneapolis, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	09/10/2021
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$24,441.29

DESCRIPTION:

Changes include adding an Handicap accessible push button operator to the exterior doors along with adding power and data to the cafeteria to accommodate three new vending machines and administrative assistant relocation. Other costs include adding sheet metal coping to a roof top unit curb, replacing of existing shutoff valves for cabinet unit heaters in auditorium, infilling a small portion of the floor in the kitchen, and electrically disconnecting two existing condensate pumps.

CE #103 - #159: RTU 10B Roof Duct Curb top clarification: \$4676.70

CE #133 - #264: Pumps in lower level: \$1,090.32

CE #135 - #269: Kitchen floor recess: \$2,473.80

CE #145 - #289: Area A DDC adds: \$2,530.50

CE #147 - PR #041 - ADA Operator: \$8,688.84

CE #148 - PR #042 - Vending Machine: \$4,207.29

CE #149 - PR #043 - Admin Assistant Power and Data: \$773.84

ATTACHMENTS:

[PR #041 Revised Pricing for Approval RMS 2021-09-07.pdf](#) [ICS CE #145 Pricing for Approval RMS 2021-08-31.pdf](#) [ICS CE #133 Pricing for Approval RMS 2021-08-31.pdf](#) [PR #043 Pricing for Approval RMS 2021-08-31.pdf](#) [PR #042 Pricing for Approval RMS 2021-08-31.pdf](#) [PR #043 - Admin Assistant Power and Data.pdf](#) [PR #042 - Vending Machine.pdf](#) [PR #041 - ADA Operator.pdf](#) [ICS CE #135 Pricing for Approval RMS 2021-07-27.pdf](#) [Thelen CE 103 7.2.21.pdf](#)

CHANGE ORDER LINE ITEMS:



The original (Contract Sum)	\$ 16,701,000.00
Net change by previously authorized Change Orders	\$ 881,532.59
The contract sum prior to this Change Order was	\$ 17,582,532.59
The contract sum will be increased by this Change Order in the amount of	\$ 24,441.29
The new contract sum including this Change Order will be	\$ 17,606,973.88
The contract time will not be changed by this Change Order by	

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, September 20, 2021

Subject: SHERIDAN HILLS Facilities Project Change Orders #025 & #026

(Recommended by the Superintendent)

That the Board of Education approve SHERIDAN HILLS Facilities Project Change Orders #025 and #026 for a net increase of \$48,106.00.

Background Information

- Sheridan Hills Elementary Change Order #025 – An addition of \$22,951.00 for modifications to the acoustical ceilings for ductwork conflicts, washable wall panels in the dry storage room, additional electrical in a new office location, supporting existing electrical cabling as required per code and additional painting on existing walls.
- Sheridan Hills Elementary Change Order #026 – An addition of \$25,155.00 to reroof an existing section of roofing near the kitchen addition that was planned to remain but found to be in very poor condition and would not be able to be warranted with any new penetrations as needed for the kitchen renovations.

The original (Contract Sum)	\$9,582,000.00
Net Change by previously authorized Change Orders	\$395,640.00
The contract sum prior to these Change Orders	\$9,977,640.00
The contract sum will be increased by these Change Orders in the amount of	\$48,106.00
The new contract sum including all Change Orders will be	\$10,025,746.00



ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 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 #025: Corval CO 025

CONTRACT COMPANY: Corval Group 1633 Eustis Street St. Paul, Minnesota 55108	CONTRACT FOR: SC-S180064 - SHRDN-001:Corval Group Single Prime Contract
DATE CREATED: 9/10/2021	CREATED BY: Raeann Wynn (ICS - Minneapolis, MN)
CONTRACT STATUS: Approved	REVISION: 0
REQUEST RECEIVED FROM:	LOCATION
DESIGNATED REVIEWER:	REVIEWED BY:
DUE DATE:	REVIEW DATE: 09/10/2021
INVOICED DATE:	PAID DATE:
REFERENCE:	CHANGE REASON: Client Request Design Development Existing Condition
PAID IN FULL: No	EXECUTED: No
ACCOUNTING METHOD: Amount Based	SCHEDULE IMPACT:
FIELD CHANGE: No	TOTAL AMOUNT: \$22,951.00

DESCRIPTION:

Included in this change order are costs to modify acoustical ceiling to accommodate ductwork re-routing, add FRP wall panels to existing walls in a Dry Storage area, modify/relocate existing electrical outlets to accommodate new construction, add electrical outlets and data ports to an office to accommodate District programmatic changes, add additional blocking to the roof parapet to achieve metal flashing height requirements, demo/re-support existing cabling to meet code, and provide additional paint scraping and primer on various walls.

CE #113 - PR 041 - Cafeteria Ductwork: \$2,597.00
 PR 041 - Cafeteria Ductwork

CE #119 - RFCO - RFI#286 Scrape Paint B105 & Other Patches: \$1,736.00
 RFCO - RFI#286 Scrape Paint B105 & Other Patches

CE #121 - RFCO - Dry Storage A117 FRP Finish: \$7,464.00
 RFCO - Dry Storage A117 FRP Finish

CE #123 - GCPR #61 - RFI#266 Wire Mold in Classrooms: \$2,545.00
 GCPR #61 - RFI#266 Wire Mold in Classrooms

CE #124 - GCPR #67 - Additional Power and Data: \$3,166.00
 GCPR #67 - Additional Power and Data Room 138A / C118A

CE #126 - GCPR #69- RFI#281 Unit Ventilator Conflict: \$567.00
 GCPR #69- RFI#281 Unit Ventilator Conflict

CE #127 - GCPR #73- Build Up Parapet: \$1,874.00
 GCPR #73- Build Up Parapet

CE #128 - GCPR #68- RFI#278 Existing GFCI: \$1,858.00
 GCPR #68- RFI#278 Existing GFCI

CE #131 - GCPR #76- RFI#310- FTR raceway clash: \$136.00
 GCPR #76- RFI#310- FTR raceway clash



CE #132 - GCPR #75- RFI#319 demo cabling above ceiling: \$1,008.00
GCPR #75- RFI#319 demo cabling above ceiling

ATTACHMENTS:

[GCPR - RFI#286 - Scrape Paint - Pricing for Approval.pdf](#) [GCPR#75 - RFI#319 demo cabling above ceiling.pdf](#) [GCPR#76 - RFI#310 - FTR raceway clash pricing for approval.pdf](#) [GCPR#68- RFI#278 Existing GCFI Pricing for Approval.pdf](#) [RFI#289 - Build Up Parapet - Pricing for Approval.pdf](#) [GCPR#69- RFI#281 Unit Ventilator Conflict Pricing for Approval.pdf](#) [GCPR#69- RFI#281 Unit Ventilator Conflict Pricing for Approval.pdf](#) [GCPR#71- RFI 269 Dry Storage - Pricing for Approval.pdf](#) [GCPR#67-Additional Power and Data Pricing for Approval.pdf](#) [GCPR#61-RFI#266 Wire Mold in Classroom Pricing for Approval.pdf](#) [PR#41 Cafeteria Ductwork Pricing For Approval.pdf](#) [PR 041 - Cafeteria Ductwork.pdf](#)

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 9,582,000.00
Net change by previously authorized Change Orders	\$ 395,640.00
The contract sum prior to this Change Order was	\$ 9,977,640.00
The contract sum will be increased by this Change Order in the amount of	\$ 22,951.00
The new contract sum including this Change Order will be	\$ 10,000,591.00
The contract time will not be changed by this Change Order by	

Corval Group
1633 Eustis Street
St. Paul Minnesota 55108

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
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 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 #026: Corval CO 026

CONTRACT COMPANY:	Corval Group 1633 Eustis Street St. Paul, Minnesota 55108	CONTRACT FOR:	SC-S180064 - SHRDN-001:Corval Group Single Prime Contract
DATE CREATED:	9/10/2021	CREATED BY:	Raeann Wynn (ICS - Minneapolis, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	09/10/2021
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Existing Condition
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$25,155.00

DESCRIPTION:
 Included in this change order are costs to demo and re-roof a 13'x15' section on roof in need of repair.

CE #133 - GCPR #80 - 13' x 15' Low Roof: \$25,155.00
GCPR #80 - 13' x 15' Low Roof

ATTACHMENTS:
[GCPR#80 - 13' x 15' Low Roof Pricing for Approval.pdf](#)

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 9,582,000.00
Net change by previously authorized Change Orders	\$ 418,591.00
The contract sum prior to this Change Order was	\$ 10,000,591.00
The contract sum will be increased by this Change Order in the amount of	\$ 25,155.00
The new contract sum including this Change Order will be	\$ 10,025,746.00
The contract time will not be changed by this Change Order by	

Corval Group
 1633 Eustis Street
 St. Paul Minnesota 55108

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

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

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

Regular Meeting, September 20, 2021

Subject: Central Facilities Project Change Order #008

(Recommended by the Superintendent)

That the Board of Education approve Central Education Center Facilities Project Change Order #008 for a net increase of \$22,193.81.

Background Information

- Central Education Center Change Order #008 – An addition of \$22,193.81 with the majority of the cost for piping modifications in the tunnel due to existing conditions. Also included are modifications to the ceiling to accommodate the new mechanical as well as a credit to eliminate a portion of fin tube radiation in an area determine it is not needed.

The original (Contract Sum)	\$4,305,000.00
Net Change by previously authorized Change Orders	\$99,485.35
The contract sum prior to these Change Orders	\$4,404,485.35
The contract sum will be increased by these Change Orders in the amount of	\$22,193.81
The new contract sum including all Change Orders will be	\$4,426,679.16



ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S180064 - CEC - ISD #280, Richfield Central Ed Center

Contract Change Order #008: Rochon CO 008

CONTRACT COMPANY: Rochon Corporation 28 2nd Street NW, Suite 200 Osseo, Minnesota 55369	CONTRACT FOR: SC-S180064 - CEC-001:Rochon Single Prime
DATE CREATED: 9/10/2021	CREATED BY: Raeann Wynn (ICS - Minneapolis, MN)
CONTRACT STATUS: Approved	REVISION: 0
REQUEST RECEIVED FROM:	LOCATION
DESIGNATED REVIEWER:	REVIEWED BY:
DUE DATE:	REVIEW DATE: 09/10/2021
INVOICED DATE:	PAID DATE:
REFERENCE:	CHANGE REASON: Client Request Design Development Existing Condition
PAID IN FULL: No	EXECUTED: No
ACCOUNTING METHOD: Amount Based	SCHEDULE IMPACT:
FIELD CHANGE: No	TOTAL AMOUNT: \$22,193.81

DESCRIPTION:

Included in this change order are costs to install painted sheet metal to close gaps in existing metal soffits, mechanical systems demolition and re-routing in the tunnel areas to accommodate new mechanical system installation, provide an additional door closer and minor ceiling modifications to accommodate new mechanical units.

Also included in this change order is a deduct for labor costs associated with sections of finned tube radiation that were not needed/installed.

CE #032 - RFCO Coved Soffit Patching: \$2,887.50
 RFCO Coved Soffit Patching

CE #036 - RFCO Finned Tube in D113B & C116B: (\$420.00)
 Credit to omit finned tube radiation in D113B & C116B and cost to install a transfer duct to serve C116B

CE #038 - PR 011 - Tunnel Modifications: \$17,181.24
 PR 011 - Tunnel Modifications: To accommodate all piping in tunnels & routing for plumbing mains into wings

CE #040 - RFCO - B100 Door Closer: \$617.49

CE #043 - PCO #034 - Chilled Beam ACT: \$1,927.58
 PCO #034 - Chilled Beam ACT

ATTACHMENTS:

[PCO#034 - Chilled Beam ACT.pdf](#) [PCO#033 - Coved Soffit Covers.pdf](#) [PCO#032 - PR#11 Tunnel Modifications.pdf](#) [PCO#031 - Finned Tube.pdf](#)
[PCO#030 - B100 Closer.pdf](#) [PR #011 - Tunnel Modifications.pdf](#)

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 4,305,000.00
Net change by previously authorized Change Orders	\$ 99,485.35
The contract sum prior to this Change Order was	\$ 4,404,485.35
The contract sum will be increased by this Change Order in the amount of	\$ 22,193.81
The new contract sum including this Change Order will be	\$ 4,426,679.16
The contract time will not be changed by this Change Order by	

