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*

If you require a reasonable accommodation in order to attend the board meeting or view the livestream, please contact Board Secretary Cassandra Quam at cassandra.quam@rpsmn.org or 612-798-6012 at least 24 hours before the meeting.

Monday, April 21, 2025
7 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 (pages 9-44)

1. 70th/73rd St. Construction Projects Presentation (pages 10-25)
2. Elementary & Secondary Education Presentation (pages 26-44)

C. Commendation (page 45)

IV. CONSENT AGENDA

A. Routine Matters (pages 46-61)

1. Minutes of the Regular Meeting held April 7, 2025 (pages 47-55)
2. General Disbursements as of 4/14/25 in the Amount of $1,001,568.88 (pages 56-59)
3. Year-to-Date Finance Update (pages 60-61)

B. Personnel Items (pages 62-63)

V. OLD BUSINESS

A. Policy 610: Selection and Reevaluation of Instructional Resources & Administrative Guideline 610.1 (pages 64-90)

B. Policy 612: Curriculum Development & Administrative Guideline 612.1 (pages 91-100)

C. Policy 502: Resident and Nonresident Student Enrollment & Administrative Guideline 502.1 (pages 101-134)

VI. NEW BUSINESS

A. Permanent Sidewalk and Trail Easement, Permanent Drainage and Utility Easement, and Temporary Construction Easement (pages 135-145)

B. Resolution Proposing to Discontinue Teaching Contract and Place Teacher on Unrequested Leave of Absence (pages 146-147)

C. Paraprofessionals Collective Bargaining Agreement 2024-2026 (pages 148-180)

D. Food and Nutrition Services Collective Bargaining Agreement 2024-2026 (pages 181-213)

E. Administrative and Management Support Professionals Collective Bargaining Agreement 2024-2026 (pages 214-248)

F. Policy 404: Drug and Alcohol Testing (pages 249-326)

G. Donations (page 327)

VII. ADVANCE PLANNING

A. Legislative Update

B. Information and Questions from Board

C. Suggested/Future Agenda Items

D. Future Meeting Dates

5-5-2025	7 p.m.	Regular Board Meeting
5-19-2025	7 p.m.	Regular Board Meeting – Public Comment

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

IX. REOPEN MEETING

X. ADJOURN REGULAR MEETING

INFORMATION AND PROPOSALS – NON-ACTION ITEMS **Agenda Item II.A.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, April 21, 2025

Subject: Ongoing Data Reference List

Acronyms:

This list will be added to for each board meeting whenever acronyms are presented in following items of the board packet.

ABE:	Adult Basic Education
AC:	All Conference
ACCESS:	Assessing Comprehension & Communication in English State-to-State
ACHM:	All Conference Honorable Mention
ADA:	Americans with Disabilities Act
ADM:	Average Daily Membership
A.I.:	American Indian
A.I.:	Artificial Intelligence
AIPAC or IPAC:	American Indian Parent Advisory Committee or Indigenous Parent/Guardian Advisory Committee
ALC:	Area Learning Center
AMSD:	Association of Metropolitan School Districts
AP:	Advanced Placement
AP:	Assistant Principal
APBP:	Association of Pedestrian and Bicycle Professionals
BGC:	Background Check
BGC:	Boys & Girls Club
BIPOC:	Black, Indigenous, and People of Color
BILT or ILT:	(Building) Instructional Leadership Team
BLT:	Beacons Leadership Team
BOLT:	Building Operational Leadership Team
BPH:	Bloomington Public Health
C&A:	Connect & Assess
CACR:	Comprehensive Achievement and Civic Readiness (previously World's Best Workforce)
CAREI:	Center for Applied Research & Educational Improvement
CASEL:	Collaborative for Academic, Social, and Emotional Learning

CBM:	Curriculum Based Measurement
CCR:	Career & College Readiness
CDC:	Centers for Disease Control
CE:	Community Education
CIS:	College in the Schools
CPR & AED:	Cardiopulmonary Resuscitation & Automated External Defibrillator
DA:	Dream Act
D.O.:	District Office
DSLN:	District Summer Learning Network
EAP:	Employee Assistance Program
ECFE:	Early Childhood Family Education
ECSE:	Early Childhood Special Education
ELA:	English Language Arts
EL or ELL:	English Learner or English Language Learner
ESSA:	Every Student Succeeds Act
ESL:	English as a Second Language
ESY:	Extended School Year
FAFSA:	Free Application for Federal Student Aid
FFVP:	Fresh Fruit and Vegetable Program
F/R or FRP:	Free/Reduced or Free and Reduced Price (usually referring to eligible students)
FTE:	Full-Time Equivalent
FY:	Fiscal Year
GASB:	Governmental Accounting Standards Board
GLOW:	Gay, Lesbian or Whatever (LGBTQ+/allies student group)
GPA:	Grade Point Average
HHM:	Homeless/Highly Mobile
HR:	Human Resources
HSSC:	Hennepin South Services Collaborative
HVAC:	Heating, Ventilation, & Air Conditioning
IEP:	Individualized Education Plan
IHP:	Individual Healthcare Plan
IT:	Instructional Technology
LAN:	Local Area Network
LETRS:	Language Essentials for Teachers of Reading and Spelling
LGBTQ+ or LGBTQIA+:	Lesbian, Gay, Bisexual, Transgender, Queer, and others or Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual, and others
LOR:	Local Optional Revenue
LTD:	Long Term Disability
LTFM:	Long-Term Facilities Maintenance
MASA:	Minnesota Association of School Administrators
MASMS:	Minnesota Educational Facilities Management Professionals Association
MCA:	Minnesota Comprehensive Assessments

MDE:	Minnesota Department of Education
MDH:	Minnesota Department of Health
MIEA:	Minnesota Indian Education Association
MIRA:	Módulo de información recursos y apoyo (CE partner)
MLL:	Multilingual Learning
MnDOT:	Minnesota Department of Transportation
MNEEP:	Minnesota Education Equity Partnership
MOA:	Memorandum of Agreement
MSBA:	Minnesota School Boards' Association
MSHSL:	Minnesota State High School League
MTSS:	Multi-Tiered Systems of Support
MVP:	Most Valuable Player
NA/I:	Native American/Indigenous
NCTM:	National Council of Teachers of Mathematics
NSBA:	National School Boards' Association
NSPRA:	National School Public Relations Association
NWEA-MAP	Northwest Evaluation Association-Measures of Academic Progress
OPEB:	Other Post-Employment Benefits
OSHA:	Occupational Safety and Health Administration
OW:	Outreach Worker
PAG:	Parent Advisory Group
PD:	Professional Development
PICA:	Parents in Community Action (Head Start organization)
PLC:	Professional Learning Community
PSEO:	Postsecondary Enrollment Options
PTO or PTSO:	Parent-Teacher Organization or Parent-Teacher-Student Organization
POS:	Point of Sale
POY:	Player of the Year
Q Comp:	Alternative Teacher Professional Pay System
RCEP:	Richfield College Experience Program
RDLS:	Richfield Dual Language School
READY:	Residents Encouraging Asset Development in Youth
RFP:	Request for Proposal
RHRC:	Richfield Health Resource Center
RHS:	Richfield High School
RLFA:	Richfield Latino Family Association
RMS:	Richfield Middle School
RPS:	Richfield Public Schools
SAEBRS:	Social, Academic, and Emotional Behavior Risk Screener
SBG:	Standards-Based Grading
SEC:	South Education Center
SEIU:	Service Employees International Union
SEL:	Social-Emotional Learning
SLA:	Spanish Language Arts

SPED:	Special Education
SRTS:	Safe Routes to School
STAR:	Standardized Test for Assessment of Reading
STAT:	Student and Teacher Assistance Team
STEM:	Science, Technology, Engineering, and Math
SWBE:	Schoolwide Behavior Expectations
SY:	School Year
T&L:	Teaching & Learning
TMC:	Tri-Metro Conference
T Plus or T+	Transition Plus
TS GOLD:	Teaching Strategies GOLD® Assessment
UFARS:	Uniform Financial Accounting and Reporting Standards
VEBA:	Voluntary Employees' Beneficiary Association
VPK:	Voluntary Prekindergarten
WBWF:	World's Best Workforce (renamed Comprehensive Achievement and Civic Readiness)
WIDA:	World-Class Instructional Design & Assessment
WIN:	What I Need
YTD:	Year-to-Date

RPS Student and Staff Demographic Data 2024-2025:

4,117 Students Districtwide

- 3,963 Traditional Count
    - 1,739 Elementary (K-5) Average Class Size = 24.15
    - 813 Middle (6-8) Average Class Size = 24.19
    - 1,272 High (9-12) Average Class Size = 26.02
    - 115 Prekindergarten (16 ECSE VPK)
    - 24 Transition+
- 154 Voluntary Prekindergarten (VPK)

Student Diversity (based on MDE categories)

- BIPOC: 70.73%
    - American Indian or Alaska Native: 1.02%
    - Asian: 3.3%
    - Hispanic: 44.74%
    - Black or African American: 14.04%
    - Native Hawaiian or Other Pacific Islander: 0.07%
    - 2 or More Races: 7.55%
- White: 29.27%

English Learner

- ELL: 24.17%
- Non-ELL: 75.83%

Free/Reduced Eligible

- Eligible: 53%
- Not Eligible: 47%

670 Total Staff Districtwide (634.142 FTE)

- 351 Teachers/Licensed Staff (Non-administrators)
- 116 Paraprofessionals
- 74 Facilities & Transportation
- 46 Administration & Classified Management
- 38 Nutrition Services
- 23 Administrative Support Professionals
- 11 Outreach Workers
- 11 Other

(Does not include casual, substitutes, or cocurricular assignments)

Staff Diversity (based on self-reported categories)

- BIPOC: 30.65%
    - Hispanic/Latino: 15.63%
    - Black/African American: 8.04%
    - Other: 3.27%
    - Asian: 2.83%
    - American Indian: 0.89%
- White: 69.35%

INFORMATION AND PROPOSALS – NON-ACTION ITEMS **Agenda Item II.B.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, April 21, 2025

Subject: Ongoing Board Calendar

Upcoming Events to Attend:

Thursday, April 24: Centennial Grades K & 1 Music Program, 1:45 p.m.
Friday, April 25: Sheridan Hills Fun Fair, 6 p.m.
Friday, April 25: R-STEM Sparktacular, 6 p.m.
Saturday, April 26: Richfield Earth Day Celebration, 1-4 p.m. @ Richfield Community Center, 7000 Nicollet Ave.

Thursday, May 1-Sunday, May 4: RHS Spring Musical
Wednesday, May 7: Bike to School Day
Monday, May 19: Sheridan Hills PTO End of Year Celebration, 5:30 p.m.
Thursday, May 22: RHS Choir Pops Concert, 7 p.m.
Wednesday, May 28: RHS Spring Band Concert, 6:30 p.m. @ Veterans Park Bandshell

Monday, June 2: RCEP Graduation, 5:30 p.m.
Tuesday, June 3: RHS Graduation, 7 p.m. @ Minneapolis Convention Center
Thursday, June 5: Centennial Promotion Ceremony, 9 a.m.
Wednesday, June 11: Richfield State of the Community event, 4:30-7 p.m. @ Richfield Municipal Center & Heredia Park

Upcoming Holidays, Heritage Months, and Appreciation Days:

April 25: Administrative Professionals Day

May is Asian American & Pacific Islander Heritage Month
May 2: School Lunch Hero Day
May 5-9: Teacher Appreciation Week
May 7: National School Nurses Day
May 9: School Communicators Day
May 18: National Speech Pathologist Day
May 19: National Accounting Day
May 19-23: National Educational Bosses Week
May 26: Memorial Day

INFORMATION AND PROPOSALS – NON-ACTION ITEMS **Agenda Item III.B.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, April 21, 2025

Subject: Superintendent Update

Representatives from the City of Richfield will share information about upcoming reconstruction projects near Centennial Elementary School and the need for easements. Director of Elementary Education Rachel Gens and Director of Secondary Education Alex Ward will present.

Attachments:
70th/73rd St. Construction Projects Presentation
Elementary & Secondary Education Presentation

70th and 73rd Street Construction Projects (Safe Routes to School)

School Board Meeting
April 21st, 2025

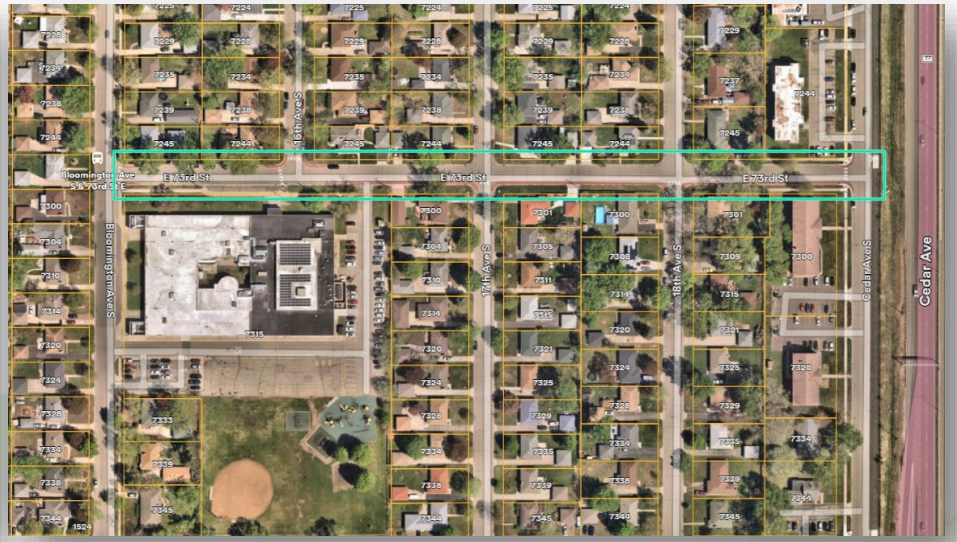
Joe Powers, PE, City Engineer
Jake Whipple, Civil Engineer

Project Locations

70th Street



73rd Street



Overview

70th Street

- Improve multimodal access to STEM and RDLS
- Improve visibility and access for students crossing 70th Street
- Create a calmer street and manage traffic speeds on 70th Street in front of the school

73rd Street

- Improve pedestrian crossings across 73rd Street
- Increase bicycle and pedestrian facility connections
- Improve trail connectivity to Centennial Elementary School
- Safer Travel for all modes and users
- Lower vehicle speeds

History – 70th Street

- 2012: Identified in Bicycle Master Plan
- 2014: Identified in the Safe Routes to School Comprehensive Plan
- 2021: Safe Routes to School Engineering Study
- 2023: Demo project along 70th Street
- 2024: Awarded SRTS Infrastructure grant funding
- 2025: Construction





History – 73rd Street

- 2009: Gap first identified in SRTS Plan
- 2014: Project was identified as long-term goal in SRTS Plan Update
- 2022:
  - MnDOT Active Transportation grant for demo project awarded
  - Project selected for Regional Solicitation funding
- 2023:
  - Demo project installed
  - Street identified as key neighborhood route in Active Transportation Action Plan
- 2025: Construction

Crossing Improvements

- Crosswalk markings
- Crosswalk signage
- Bumpouts
- Raised Crossings

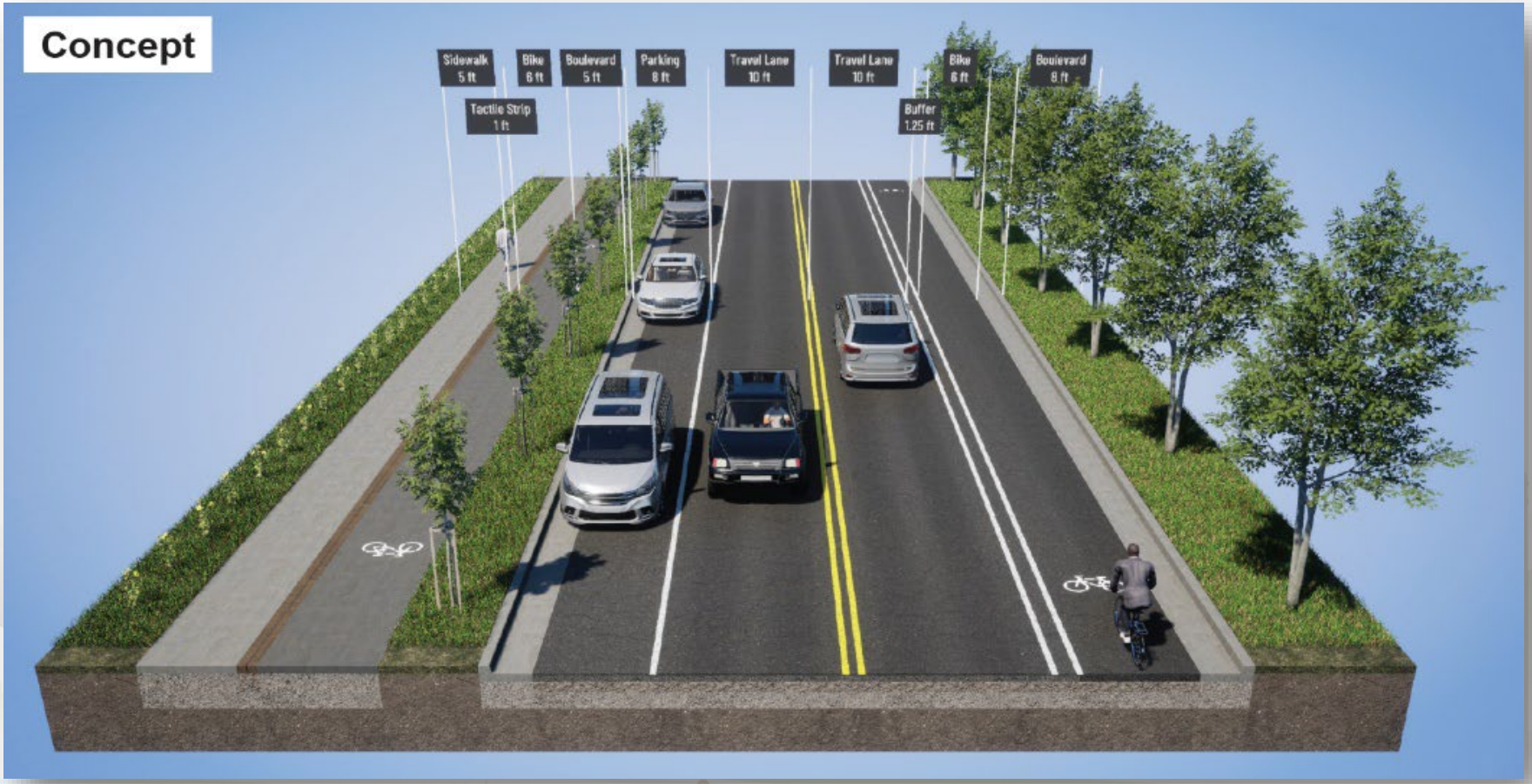






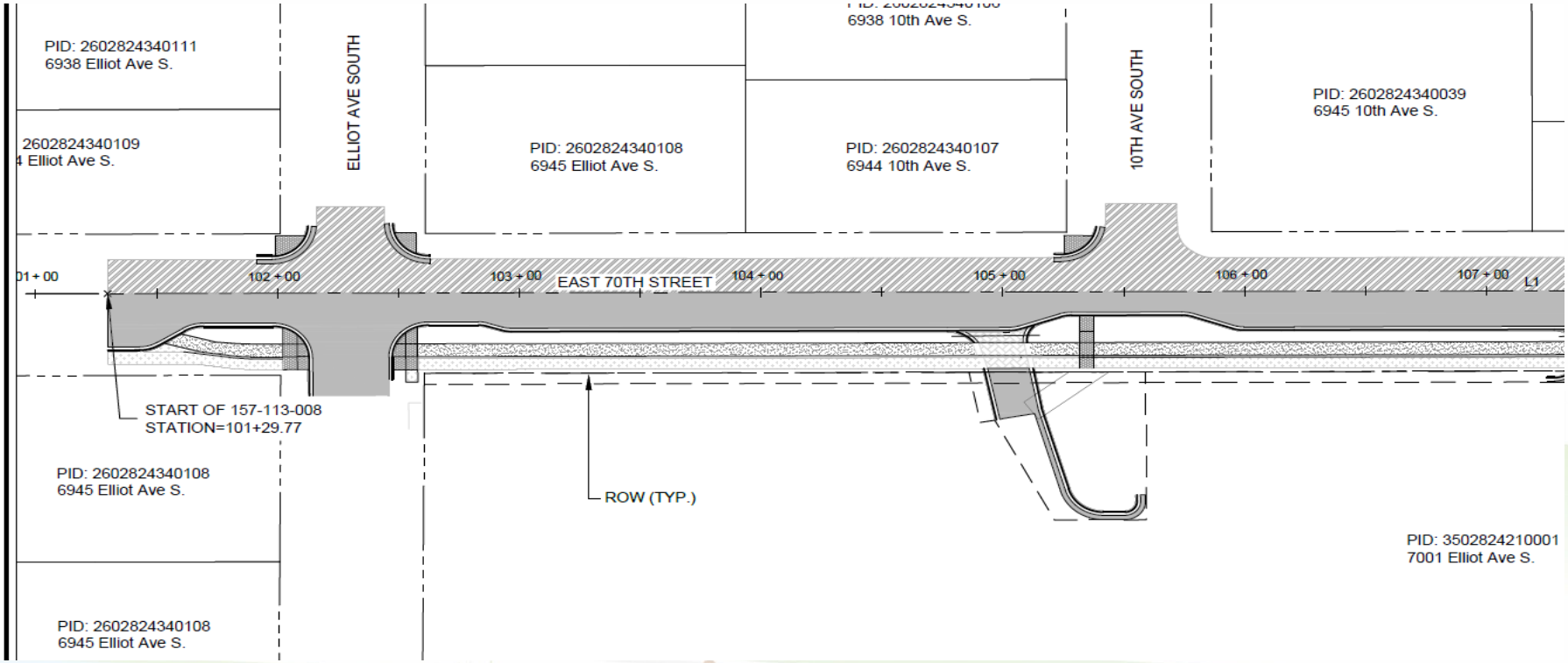


Typical Section - 70th Street



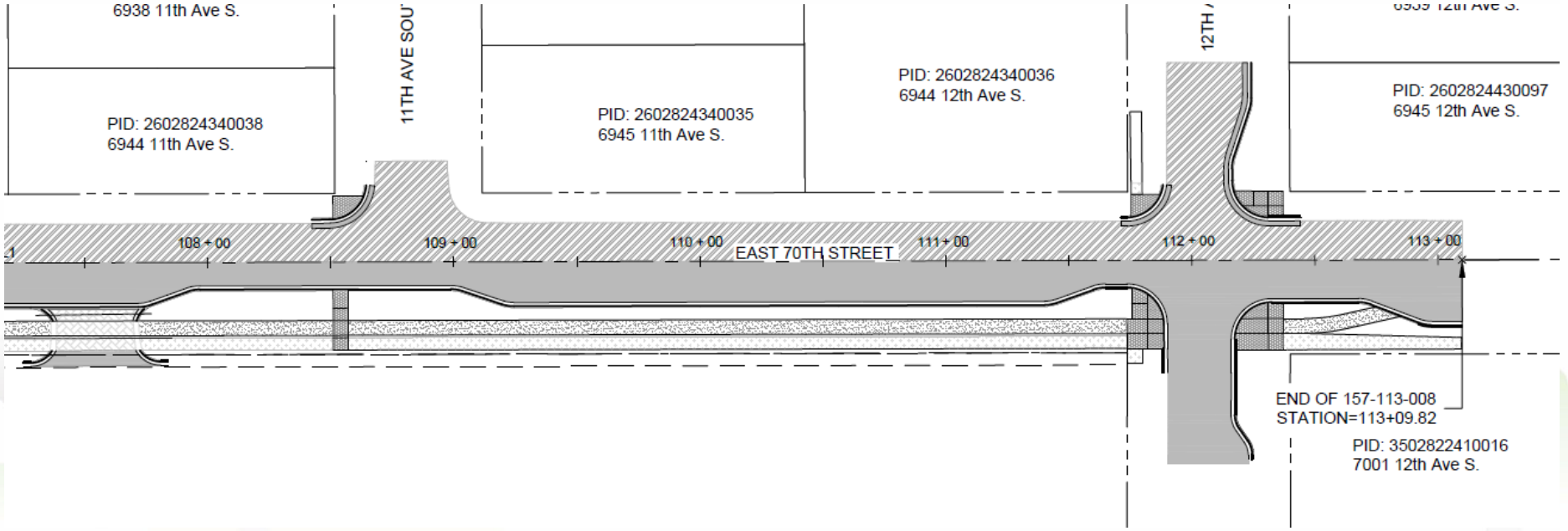
Design and Development

70th Street (West Side)

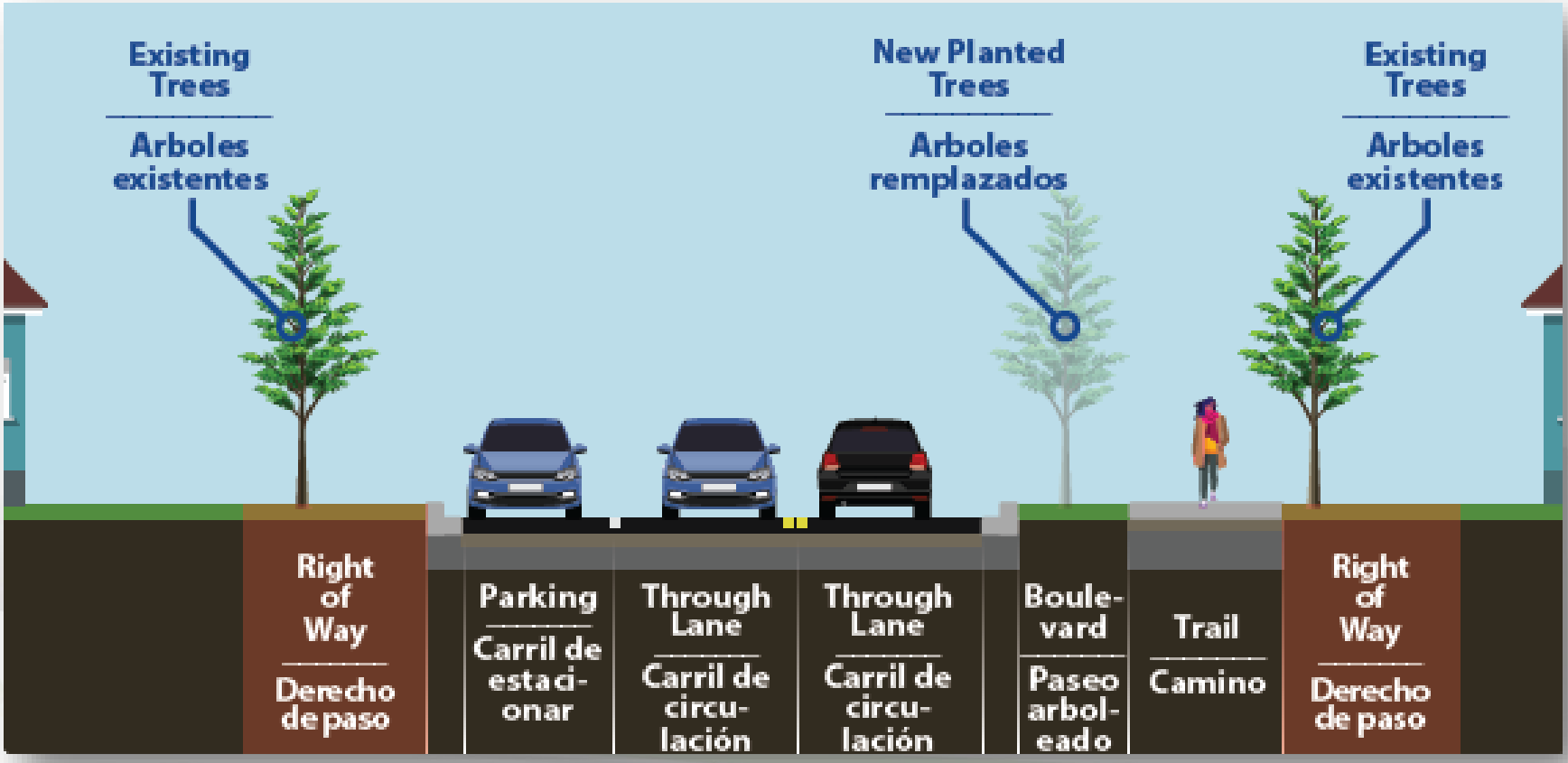


Design and Development

70th Street (East Side)

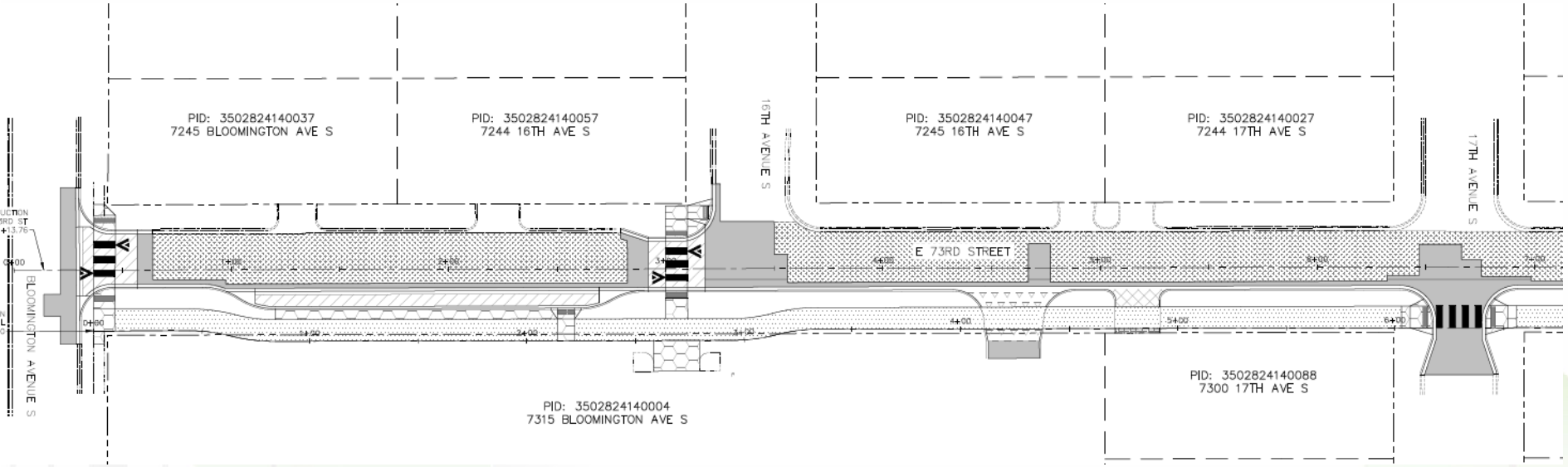


Typical Section – 73rd Street



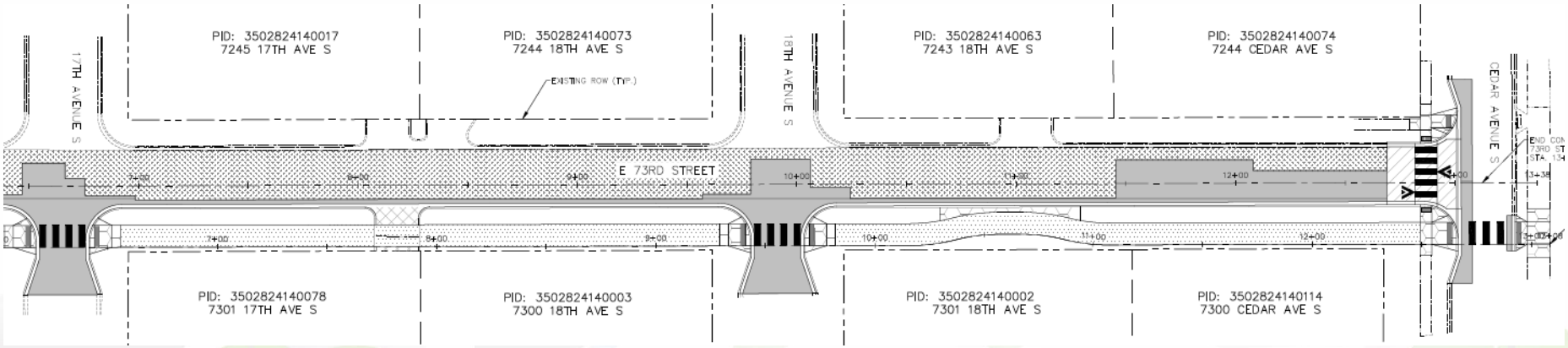
Design and Development

73rd Street (East Side)



Design and Development

73rd Street (West Side)



Construction Schedule – 70th Street

- Construction Start - Week of June 9th
- Substantial completion before 2025-2026 start of school (August 29th)
- Minor construction clean-up fall 2025

Construction Schedule – 73rd Street

- Construction start June 2025
- Substantial completion in front of the school to be completed by August 29th
- Minor construction clean-up - fall 2025

Potential Impacts

70th Street

- Summer school and summer programs run until end of July.
- Access to the parking lot along 70th will be limited.
- Eastbound 70th between Elliot and 12th will be closed for the duration of the project.

73rd Street

- Driveway for the parking lot at Centennial from 73rd street will be closed. Will be open prior to the start of the new school year
- Partial and full road closures are likely.
- Pedestrian movements will be limited

Questions?

Thank you!

Enriching and accelerating learning

RICHFIELD
PUBLIC SCHOOLS

2024-25 Board Presentation

Rachel Gens, Director of Elementary Education

Alexander Ward, Director of Secondary Education

April 21, 2025

Enriqueciendo y acelerando el aprendizaje

Enriching and accelerating learning

ELA/SLA Curriculum Implementation (K-5) and Review (6-12)

Enriqueciendo y acelerando el aprendizaje

Curriculum Review

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Curriculum Area	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Physical Education[5]		Curriculum Review								
Arts[5]										Curriculum Review
Science[5]	Curriculum Review K-8	Curriculum Review 9-12								
Language Arts[5]				Curriculum Review						
Social Studies[5]					Curriculum Review					
Mathematics[5]						Curriculum Review				
CTE[L]							Curriculum Review			
Health[L]								Curriculum Review		
World Languages[L]									Curriculum Review	

Policy 601: Commitment to a comprehensive educational experience

- Defined academic standards
- Aligned instructional curriculum (PreK - 12+)

Policy 612: Provides a timeline and guidance on continuous evaluation and improvement of our curriculum

- Alignment of standards
- Evaluation of current curriculum materials
- Evaluation of other curriculum materials available

Elementary Curriculum Implementation

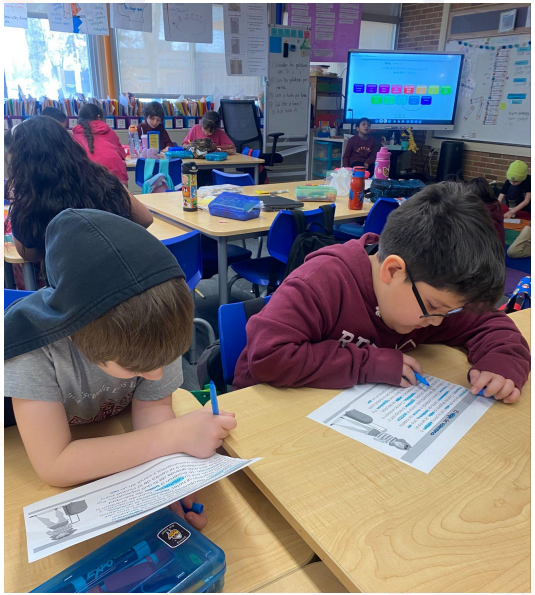
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Benchmark Advance (ELA) and Adelante (SLA) implemented in all K-5 classrooms

- Curriculum supplemented with culturally-responsive interactive read-aloud texts

Professional Development Provided to Support Implementation

- Workshop Week
- Professional Development Day Sessions
- Job-Embedded Coaching Cycles



Secondary Curriculum Selection

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Goal: Selecting an aligned, research-based curriculum for the foundation of literacy instruction grades 6-12

- Policy 601: Defines academic standards and aligned instructional curriculum (PreK-12+)
- Policy 612: Provides a timeline and guidance on curriculum selection
- Feedback and input from 6-12 teachers
- Review of Ed Reports evaluation of curriculum

Outcome: Selection of StudySync curriculum supported by teacher-created enhancements and additional culturally responsive literature

StudySync

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- Meets the expectations of alignment to Common Core English Language Arts (ELA) Standards 6-12
- Received high marks in alignment to the science of reading based on Ed Reports analysis
- Includes components of reading, writing, listening, speaking, viewing and exchanging ideas
- Includes horizontal and vertical alignment
- Organized in themes with grade level texts
- Allows for 70% StudySync with 30% teacher-created, culturally relevant lessons and literature

Moving Forward with StudySync

RICHFIELD PUBLIC SCHOOLS

- Implementation training on the materials in June & August
- Summer curriculum writing with the new materials in June & August
  - Aligning materials to Richfield rubric and grading policies
  - Enriching materials with more diverse texts
  - Improving on final assessments and projects to make them more engaging and relevant for Richfield students.
- Finding and purchasing supplemental materials to expand support based on student needs
  - Vocabulary
  - Grammar
  - Comprehension

Enriching and accelerating learning

READ Act: Phase 1 PD

Enriqueciendo y acelerando el aprendizaje

Phase 1 LETRS Training

RICHFIELD PUBLIC SCHOOLS

As of April 1, we are on track with high levels of participation and completion.

- 78% of Phase 1 staff have completed or are on track to complete the Volume 1 asynchronous component of the required training by the end of the 2024-25 school year.
- 86% of Phase 1 staff have completed or are on track to complete the Volume 1 in-person, synchronous component of the required training for Volume 1 by the end of the 2024-25 school year.

We are offering another opportunity for staff to complete Volume 1 training in July 2025; volume 2 training for Phase 1 staff will be provided during the 2025-26 school year.

Enriching and accelerating learning

READ Act: Phase 2 PD

Enriqueciendo y acelerando el aprendizaje

Phase 2 Training: Timeline & Participants

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Timeline

- MDE to release additional Phase 2 Professional Development Options by October 2025
- Registration Opening January 2026
- Training Beginning Spring 2026
- Completion by July 1, 2027

Phase 2 Participants

- 6-12 teachers responsible for reading instruction
- 6-12 teachers who teach English to multilingual learners

Enriching and accelerating learning

Social Studies Curriculum Review Update

Enriqueciendo y acelerando el aprendizaje

Social Studies Curriculum Review Timeline

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- Elementary
  - Work will begin during the 2025-26 school year
- Secondary
  - January 27th Professional Development Day
    - Met to review process
    - Began work on bundling new standards
  - March 7th Professional Development Day
    - Finished bundling new standards
    - Completed rubrics that will be used to evaluate current materials & other materials throughout the process
  - Between now and end of the school year
    - Evaluate current curriculum with the rubric and submit rubric with evidence.
    - Begin accumulating other materials to evaluate in the Fall
  - In the fall
    - Engage community voice at school events and conferences
    - Dates TBD

Enriching and accelerating learning

Learning Walks & Professional Development for Next Year

Enriqueciendo y acelerando el aprendizaje

Learning Walks Defined

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Per our conversation and consultation with a sub-committee of Education Richfield, a learning walk is an *informal process to collect data on the implementation of evidence-based practices in instruction used to drive professional development and support at the program, building and district levels.* Additionally, learning walks are:

- non-evaluative
- aligned to our Elementary and Secondary Practice Profiles and Equity Policy and
- one of our continuous improvement strategies to improve instructional and social-emotional support, access and achievement at the classroom, program and site-levels.

Learning Walk Details

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Learning Walk Teams: Observed and documented practices in every building and across a high percentage of classrooms

Learning Walk Data: Gathered systemically and collated to determine areas of professional development success and areas for future focus

- **Elementary Literacy:** Learning Environment, Instructional Clarity, Instructional Focus, Alignment to LETRS Science of Reading Practices
- **Elementary Math:** Learning Environment, Instructional Clarity, Instructional Focus, Alignment to NCTM Math Instructional Practices
- **Secondary Instructional Practices:** Social Emotional Learning, Instructional Clarity, Instructional Delivery and Guided Practice, Assessment and Feedback

2025-26 Elementary Professional Development

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Literacy

- Instructional Clarity (clearly sharing and revisiting learning targets; informally and/or formally assessing learning targets)
- Use of multisensory techniques in phonological awareness and phonics instruction
- Use of an explicit, systematic phonics lesson plan
- Providing modeling, guided practice, and independent practice during each lesson
- Increasing the quantity and quality of vocabulary and oral language instruction

Math

- Instructional Clarity (clearly sharing and revisiting learning targets; informally and/or formally assessing learning targets)
- Providing opportunities for students to explain and justify their thinking and to critique the reasoning of others
- Ensuring consistent use of math language during Work Places

2025-26 Secondary Professional Development

RICHFIELD PUBLIC SCHOOLS

- Beginning of Lesson Components
  - Recognizing Positive Behavior and Referencing the Behavior Matrix Positively
- Middle of Lesson Components
  - Differentiation and flexible grouping based on formative assessments
  - Increasing academic discussions and relating the discussion to the learning targets and formative assessments
  - Multilingual language connections
- End of Lesson Components
  - Increasing metacognition and self reflection (self talk) of where students are in their learning

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PUBLIC SCHOOLS

Questions?

Enriqueciendo y acelerando el aprendizaje

INFORMATION AND PROPOSALS – NON-ACTION ITEMS **Agenda Item III.C.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, April 21, 2025

Subject: Commendation

Employee Appreciation Days
April 23 is Administrative Professionals Day, which recognizes our administrative assistants, management assistants and enrollment staff. Administrative support professionals are the backbone of our school offices and the District Office, keeping things running smoothly with their organization, efficiency, and attention to detail. Their behind-the-scenes efforts make a huge difference every day, ensuring everyone has what they need to succeed. Thank you, administrative professionals!

CONSENT AGENDA – FOR ACTION **Agenda Item IV.A.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, April 21, 2025

Subject: Routine Matters

(Recommended by the superintendent)

That the board of education approve the attached routine business items.

Attachments:

1. Minutes of the Regular Meeting held April 7, 2025
   - Disbursements from the April 7, 2025 Meeting
   - Checks & E-pay Register from the April 7, 2025 Meeting
   - Superintendent's Report and Agenda Meeting Minutes from April 7, 2025
2. General Disbursements as of 4/14/25 in the Amount of $1,001,568.88
   - Disbursements for the April 21, 2025 Meeting
   - Checks & E-pay Register for the April 21, 2025 Meeting
3. Year-to-Date Finance Update
   - Revenue & Expenditure Summary as of March 31, 2025

P-CARD,CHECK RUNS & EPAYS FOR 04/07/2025 BOARD REPORTS

BANK 05	DATE	AMOUNT
Checks	3/13/2025	291,982.08
	3/17/2025	583.38
	3/19/2025	343,824.19
	3/20/2025	629,391.21
	3/25/2025	100.00
	3/27/2025	299,972.18
	3/31/2025	12,794.53
P-Cards FEBRUARY 2025	3/4/2025	64,939.94
E-Pays	3/13/2025	566.25
	3/20/2025	1,721.95

CHECK REGISTER BANK 05 TOTAL =	**1,645,875.71**

BREAKDOWN	
01-206-00	690,613.35
02-206-00	94,188.08
03-206-00	565,801.63
04-206-00	49,721.47
06-206-00	15,718.40
07-206-00	-
18-206-00	-
20-206-00	228,268.12
21-206-00	1,564.66
47-206-00	
BANK TOTAL =	**1,645,875.71**

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	V2502173	03/04/2025	P-CARD BAIRD LISA	R	13,585.95
01	V2502174	03/04/2025	P-CARD BARLOW ERICA	R	5,956.42
01	V2502175	03/04/2025	P-CARD BLUMA, MEGAN BOLLIG	R	434.67
01	V2502176	03/04/2025	P-CARD BROWN MATTHEW	R	1,566.27
01	V2502177	03/04/2025	P-CARD BRUNNER PATTI	R	2,423.10
01	V2502178	03/04/2025	P-CARD CARUSO MATTHEW	R	813.04
01	V2502179	03/04/2025	P-CARD CRUZ ESTEVA JENNIFER	R	4,747.78
01	V2502180	03/04/2025	P-CARD EDWARDS NATHAN	R	206.46
01	V2502181	03/04/2025	P-CARD GEURINK AREND	R	348.71
01	V2502182	03/04/2025	P-CARD GONZALEZ CHRISTINA	R	68.95
01	V2502183	03/04/2025	P-CARD HOLJE CRAIG	R	945.00
01	V2502184	03/04/2025	P-CARD HUERTA-ANAYA ALICIA	R	5,175.78
01	V2502185	03/04/2025	P-CARD KRETSINGER DAN	R	923.81
01	V2502186	03/04/2025	P-CARD LEIKNES LISA	R	189.90
01	V2502187	03/04/2025	P-CARD LEWIS JENNIFER	R	1,170.61
01	V2502188	03/04/2025	P-CARD LUNDY MICHELLE	V	0.00
01	V2502189	03/04/2025	P-CARD LUNDY MICHELLE	R	7,980.94
01	V2502190	03/04/2025	P-CARD MAHONEY COLLEEN	R	715.98
01	V2502191	03/04/2025	P-CARD MANNING MICHAEL	R	488.69
01	V2502192	03/04/2025	P-CARD MCCLENDON LAURA	R	21.05
01	V2502193	03/04/2025	P-CARD MCGINN DAN	R	191.33
01	V2502194	03/04/2025	P-CARD MORALES LIZETTE	R	5,112.34
01	V2502195	03/04/2025	P-CARD PETERSON CHRIS	R	829.93
01	V2502196	03/04/2025	P-CARD SACHER GRACE	R	928.51
01	V2502197	03/04/2025	P-CARD SETZER ALEXIS	R	92.20
01	V2502198	03/04/2025	P-CARD SKARE-KLECKER AMY	R	1,654.63
01	V2502199	03/04/2025	P-CARD SMITH DANE	R	54.39
01	V2502200	03/04/2025	P-CARD STACHEL NANCY	R	981.79
01	V2502201	03/04/2025	P-CARD VALLEY JENNIFER	R	1,179.63
01	V2502202	03/04/2025	P-CARD VENTURA PEREZ RAMIRO	R	309.75
01	V2502203	03/04/2025	P-CARD WILLHITE KASYA	R	845.09
01	V2502204	03/04/2025	P-CARD WOODS KELLY	R	4,451.50
01	V2502205	03/04/2025	P-CARD YUNKER AUBREE	R	545.74
01	314553	03/13/2025	ACRC	R	157.52
01	314554	03/13/2025	ADVANCED COMMERCIAL KITCHENS	R	1,619.52
01	314555	03/13/2025	ALTMAN ADAM	R	420.00
01	314556	03/13/2025	ARVIG ENTERPRISES INC	R	1,307.90
01	314557	03/13/2025	BATTERIES R US	R	1,287.98
01	314558	03/13/2025	BENAY MCNAMARA	R	300.00
01	314559	03/13/2025	BIX FRUIT COMPANY	R	5,000.32
01	314560	03/13/2025	BCBS OF MINNESOTA & BLUE PLUS	R	9,180.00
01	314561	03/13/2025	BRAND FARMS	R	720.00
01	314562	03/13/2025	BSN SPORTS, LLC	R	1,391.25
01	314563	03/13/2025	CATALYST BUYING GROUP LLC	R	1,265.10
01	314564	03/13/2025	CENTURYLINK	R	71.00
01	314565	03/13/2025	CHARACTER KIDS, LLC	R	3,978.00
01	314566	03/13/2025	CINTAS CORPORATION NO 2	R	68.61
01	314567	03/13/2025	CITY OF RICHFIELD	R	8,239.10
01	314568	03/13/2025	COMCAST BUSINESS	R	560.93
01	314569	03/13/2025	CONSOLIDATED COMMUNICATIONS	R	3,467.32
01	314570	03/13/2025	CUB FOODS	R	289.63
01	314571	03/13/2025	CULLIGAN SOFT WATER	R	11.00
01	314572	03/13/2025	DIGITAL INSURANCE LLC	R	5,218.00
01	314573	03/13/2025	ECM PUBLISHERS INC	R	170.00
01	314574	03/13/2025	EDUCATORS BENEFIT CONSULTANTS LLC	R	524.33
01	314575	03/13/2025	WW GRAINGER INC	R	333.58
01	314576	03/13/2025	HILLYARD MINNEAPOLIS	R	5,843.25
01	314577	03/13/2025	HOGAN ASSESSMENT SYSTEMS INC	R	4,305.00

01	314578	03/13/2025	HOPE CHURCH	R	15,522.06
01	314579	03/13/2025	IDENTISYS INC	R	3,326.65
01	314580	03/13/2025	IIX INSURANCE INFORMATION EXCHANGE	R	57.35
01	314581	03/13/2025	INTERMEDIATE DISTRICT 287	R	760.80
01	314582	03/13/2025	JW PEPPER & SON INC	R	74.80
01	314583	03/13/2025	KEMPS LLC	V	0.00
01	314584	03/13/2025	KEMPS LLC	R	3,503.28
01	314585	03/13/2025	LULO LIBROS INC.	R	72.45
01	314586	03/13/2025	MAXORPLUS, LTD	R	108,632.14
01	314587	03/13/2025	METRO WEST CONFERENCE	R	2,000.00
01	314588	03/13/2025	METROPOLITAN MECHANICAL CONTRACTORS	R	585.00
01	314589	03/13/2025	MN DEPT OF LABOR AND INDUSTRY	R	100.00
01	314590	03/13/2025	MSBA-MINNESOTA SCHOOL BOARD ASSOC	R	210.00
01	314591	03/13/2025	NEI ELECTRIC, INC.	R	343.00
01	314592	03/13/2025	NOKOMIS SHOE SHOP	R	244.90
01	314593	03/13/2025	NOVAK JANICE SOPHIE	R	20.00
01	314594	03/13/2025	ONEBRIDGE BENEFITS INC.	R	5,283.50
01	314595	03/13/2025	PAN O GOLD BAKING CO	R	571.30
01	314596	03/13/2025	PAYDHEALTH	R	5,757.93
01	314597	03/13/2025	PHOENIX SCHOOL COUNSELING	R	5,592.62
01	314598	03/13/2025	PLUNKETT'S /VARMENT GUARD	R	1,159.37
01	314599	03/13/2025	PREMIUM WATERS INC	R	39.00
01	314600	03/13/2025	PROPIO LS, LLC	R	3.95
01	314601	03/13/2025	REED BEHAVIORAL HEALTH LLC	R	4,480.00
01	314602	03/13/2025	RICHFIELD PRINTING	R	144.51
01	314603	03/13/2025	RICHFIELD SOCCER ASSOCIATION	R	375.00
01	314604	03/13/2025	SCHMITT MUSIC	R	57.39
01	314605	03/13/2025	SCHUMACHER ELEVATOR COMPANY	R	255.00
01	314606	03/13/2025	SHI INTERNATIONAL CO	R	2,450.00
01	314607	03/13/2025	SKOF BRYAN	R	123.60
01	314608	03/13/2025	THUROW STEPHANIE J	R	630.00
01	314609	03/13/2025	TOLL COMPANY	R	12.32
01	314610	03/13/2025	TRI METRO CONFERENCE	R	1,500.00
01	314611	03/13/2025	TRIO SUPPLY COMPANY	R	734.15
01	314612	03/13/2025	UNITED HEALTHCARE/AARP MEDICARE RX	R	92.20
01	314613	03/13/2025	UNITED HEARTHCARE /AARP MEDICARE RX	R	92.20
01	314614	03/13/2025	UNITEDHEALTHCARE	R	590.91
01	314615	03/13/2025	UPPER LAKES FOODS	V	0.00
01	314616	03/13/2025	UPPER LAKES FOODS	R	34,667.56
01	314617	03/13/2025	WOLD ARCHITECTS AND ENGINEERS	R	14,355.40
01	314618	03/13/2025	XCEL ENERGY	V	0.00
01	314619	03/13/2025	XCEL ENERGY	R	21,832.40
01	V614642	03/13/2025	RACHEL U CORNES	R	26.49
01	V614643	03/13/2025	MICHELLE D FRANZ	R	5.94
01	V614644	03/13/2025	STEPHANIE M HEYER-WALSH	R	26.49
01	V614645	03/13/2025	SHERYL M P JUENEMANN	R	6.78
01	V614646	03/13/2025	ERIN H NEILON	R	78.12
01	V614647	03/13/2025	JAMES R PADDOCK	R	86.95
01	V614648	03/13/2025	AMY M PONCE	R	127.69
01	V614649	03/13/2025	ANGELA TAYLOR	R	21.43
01	V614650	03/13/2025	MICHELLE R WHITESIDE	R	186.36
01	314620	03/17/2025	ANNA MARIE ACOSTA SANCHEZ	R	583.38
01	314621	03/19/2025	ALERUS RETIREMENT AND BENEFITS	R	888.60
01	314622	03/19/2025	ALLIED PROFESSIONALS, INC.	R	3,389.75
01	314623	03/19/2025	ANDRASCHKO NEIL	R	95.00
01	314624	03/19/2025	ANTHONY LEE FRANK	R	150.00
01	314625	03/19/2025	AI TECHNOLOGIES LLC	R	240.00
01	314626	03/19/2025	BREAKDOWN SPORTS USA, INC.	R	450.00
01	314627	03/19/2025	BRICKMAN JACQUYLYN	R	2,900.00

01	314628	03/19/2025	CAMMERRER, KARI	R	86.25
01	314629	03/19/2025	CAPSTONE PRESS	R	4,770.23
01	314630	03/19/2025	CAPTIVATE MEDIA & CONSULTING	R	1,540.50
01	314631	03/19/2025	CENGAGE LEARNING INC	R	2,376.00
01	314632	03/19/2025	CITY OF RICHFIELD	R	872.30
01	314633	03/19/2025	COMCAST	R	404.93
01	314634	03/19/2025	CONTINENTAL RESEARCH CORP	R	204.67
01	314635	03/19/2025	FINANGER PHILLIP J	R	86.25
01	314636	03/19/2025	GROTH MUSIC COMPANY	R	128.71
01	314637	03/19/2025	GROUP MEDICAREBLUE RX	R	8,140.00
01	314638	03/19/2025	HAAS MUSICAL INSTRUMENT REPAIR, INC	R	340.00
01	314639	03/19/2025	HARRIS DENNIS	R	95.00
01	314640	03/19/2025	HOME DEPOT U.S.A.	R	1,344.70
01	314641	03/19/2025	HOUSE OF PRINT	R	4,527.18
01	314642	03/19/2025	IDEAL ENERGIES SOLAR LEASE 2021,LLC	R	7,715.32
01	314643	03/19/2025	INTERMEDIATE DISTRICT 287	R	207,396.42
01	314644	03/19/2025	JW PEPPER & SON INC	R	374.99
01	314645	03/19/2025	KIRK SPENCER	R	500.00
01	314646	03/19/2025	LOFFLER	R	994.64
01	314647	03/19/2025	LOFFLER COMPANIES	R	388.19
01	314648	03/19/2025	MAXORPLUS, LTD	R	60,159.18
01	314649	03/19/2025	MINNEHAHA ACADEMY	R	350.00
01	314650	03/19/2025	MINUTEMAN PRESS EDINA	R	752.40
01	314651	03/19/2025	MN DECA	R	3,460.48
01	314652	03/19/2025	MSBA-MINNESOTA SCHOOL BOARD ASSOC	R	300.00
01	314653	03/19/2025	MYSTERY SCIENCE INC.	R	6,780.00
01	314654	03/19/2025	NEW DOMINION SCHOOL	R	2,575.16
01	314655	03/19/2025	NOVAK JANICE SOPHIE	R	100.00
01	314656	03/19/2025	NUSS TRUCK & EQUIPMENT	R	2,950.00
01	314657	03/19/2025	OKEY CHRIS	R	86.25
01	314658	03/19/2025	ON SITE SANITATION	R	549.08
01	314659	03/19/2025	PEDIATRIC HOME SERVICE	R	825.00
01	314660	03/19/2025	PITNEY BOWES BANK PURCHASE POWER	R	1,938.73
01	314661	03/19/2025	REGION 3AA	R	1,782.00
01	314662	03/19/2025	ROBERT HENRY JR	R	150.00
01	314663	03/19/2025	SENECA STANLEY	R	150.00
01	314664	03/19/2025	SIMS ISAIAH L	R	134.00
01	314665	03/19/2025	SOLIANT HEALTH, LLC	R	3,196.50
01	314666	03/19/2025	STARK MOLLY	R	86.25
01	314667	03/19/2025	STEM SMART LLC	R	620.00
01	314668	03/19/2025	TEMP SOCIAL WORK	R	1,779.74
01	314669	03/19/2025	T-REX COOKIE COMPANY, LLC	R	1,178.00
01	314670	03/19/2025	U OF M - ACADEMIC SUPPT RESOURCES	R	3,335.00
01	314671	03/19/2025	WOODCRAFT	R	22.99
01	314672	03/19/2025	YOUNG AMERICANS SCHL SELF-DEFENSE	R	163.80
01	314673	03/20/2025	ACCURATE LABEL DESIGN	R	433.95
01	314674	03/20/2025	ALL STATE COMMUNICATIONS INC	R	5,568.00
01	314675	03/20/2025	BENCO EQUIPMENT-HOPKINS	R	210.00
01	314676	03/20/2025	BIX FRUIT COMPANY	R	7,912.64
01	314677	03/20/2025	BRAND FARMS	R	720.00
01	314678	03/20/2025	BRIN GLASS COMPANY	R	524.00
01	314679	03/20/2025	CINTAS CORPORATION NO 2	R	160.31
01	314680	03/20/2025	CONTINENTAL RESEARCH CORP	R	3,146.71
01	314681	03/20/2025	FASTENAL INDUSTRIAL	R	15.94
01	314682	03/20/2025	FERGUSON ENTERPRISES, LLC	R	426.70
01	314683	03/20/2025	HILLYARD MINNEAPOLIS	R	549.40
01	314684	03/20/2025	INSTITUTE FOR ENVIROMENTAL	R	9,889.75
01	314685	03/20/2025	JOHNSON CONTROLS SECURITY SOLUTIONS	R	948.63
01	314686	03/20/2025	KEMPS LLC	V	0.00

01	314687	03/20/2025	KEMPS LLC	R	3,727.39
01	314688	03/20/2025	LOFFLER COMPANIES	R	90.64
01	314689	03/20/2025	MIDWEST BUS PARTS INC	R	690.95
01	314690	03/20/2025	MTN-METROPOLITAN TRANSP NETWORK	R	526,459.11
01	314691	03/20/2025	MUSKA ELECTRIC CO.	R	698.04
01	314692	03/20/2025	NAPA AUTO PARTS	R	3,241.62
01	314693	03/20/2025	NOKOMIS SHOE SHOP	R	4,500.00
01	314694	03/20/2025	NORMANDALE COMMUNITY COLLEGE	R	1,000.00
01	314695	03/20/2025	NORTH CENTRAL INTERNATIONAL, LLC	R	7,222.47
01	314696	03/20/2025	PAN O GOLD BAKING CO	R	1,021.50
01	314697	03/20/2025	PROPIO LS, LLC	R	507.95
01	314698	03/20/2025	RATWIK ROSZAK & MALONEY PA	R	90.00
01	314699	03/20/2025	SUNDE ENGINEERING, PLLC.	R	1,363.00
01	314700	03/20/2025	TITAN MACHINERY INC	R	74.05
01	314701	03/20/2025	TRIO SUPPLY COMPANY	R	1,161.27
01	314702	03/20/2025	TRISTATE BOBCAT INC	R	926.53
01	314703	03/20/2025	UHL COMPANY INC	R	251.30
01	314704	03/20/2025	UNIVERSITY LANGUAGE CENTER	R	205.46
01	314705	03/20/2025	UPPER LAKES FOODS	R	26,062.92
01	314706	03/20/2025	WORLD FUEL SERVICES, INC.	R	19,590.98
01	V614651	03/20/2025	JAMES A GILLIGAN	R	350.00
01	V614652	03/20/2025	SHANYN HILL	R	12.98
01	V614653	03/20/2025	JOHN M LORENZINI	R	670.00
01	V614654	03/20/2025	CARLEEN G BURSTEIN	R	29.98
01	V614655	03/20/2025	JOHN L TOUSIGNANT	R	42.80
01	V614656	03/20/2025	MONIQUE S TWEH	R	616.19
01	314707	03/25/2025	MN DECA	R	100.00
01	314708	03/27/2025	ALICIA GARCIA	R	500.00
01	314709	03/27/2025	ALLIED PROFESSIONALS, INC.	R	966.00
01	314710	03/27/2025	AZURE ADLER	R	104.00
01	314711	03/27/2025	BARNES & NOBLE BOOK	R	693.35
01	314712	03/27/2025	BILINGUAL LEARNING CENTER	R	630.00
01	314713	03/27/2025	BSN SPORTS, LLC	R	4,017.22
01	314714	03/27/2025	CANON USA	R	4,674.02
01	314715	03/27/2025	CAPITAL ONE TRADE CREDIT	R	134.07
01	314716	03/27/2025	CESO FINANCE, LLC	R	3,570.00
01	314717	03/27/2025	CITY OF RICHFIELD	R	300.00
01	314718	03/27/2025	CITY OF RICHFIELD	R	7,007.07
01	314719	03/27/2025	DASH SPORTS, LLC	R	1,987.67
01	314720	03/27/2025	ECM PUBLISHERS INC	R	151.25
01	314721	03/27/2025	FLAMINGO MATH, LLC	R	435.00
01	314722	03/27/2025	WW GRAINGER INC	R	195.30
01	314723	03/27/2025	HEALTHJOY LLC	R	10,354.50
01	314724	03/27/2025	IMAGINE LEARNING LLC	R	1,500.00
01	314725	03/27/2025	INNOVATIVE OFFICE SOLUTIONS LLC	R	9,385.00
01	314726	03/27/2025	JW PEPPER & SON INC	R	708.34
01	314727	03/27/2025	KINECT ENERGY INC	V	0.00
01	314728	03/27/2025	KINECT ENERGY INC	R	140,175.92
01	314729	03/27/2025	LAURSEN PIANO SERVICE	R	140.00
01	314730	03/27/2025	LEXIA LEARNING SYSTEMS LLC	R	1,493.00
01	314731	03/27/2025	MADISON NATIONAL LIFE INS CO INC	R	18,213.49
01	314732	03/27/2025	MAXORPLUS, LTD	R	38,428.48
01	314733	03/27/2025	MULTILINGUAL WORD INC	R	462.00
01	314734	03/27/2025	NCS PEARSON INC	R	548.46
01	314735	03/27/2025	NEW LIFE ENTERPRISE	R	930.00
01	314736	03/27/2025	NDCAD	R	2,500.00
01	314737	03/27/2025	ON SITE SANITATION	R	313.35
01	314738	03/27/2025	PEDIATRIC HOME SERVICE	R	618.75
01	314739	03/27/2025	PROFESSIONAL WIRELESS COMMUNICATION	R	185.96

01	314740	03/27/2025	RED BALLOON BOOKSHOP	R	17,162.63
01	314741	03/27/2025	RICHFIELD ICE ARENA	R	6,337.50
01	314742	03/27/2025	RIVERSIDE INSIGHTS	R	340.93
01	314743	03/27/2025	ROSA RUBIO ESCODA	R	487.50
01	314744	03/27/2025	RYAN JEANNIE M	R	971.28
01	314745	03/27/2025	SCHOOL SERVICE EMPLOYEES UNION	R	8,387.60
01	314746	03/27/2025	SIDORFSKY EMILY	R	262.50
01	314747	03/27/2025	SKOF BRYAN	R	86.25
01	314748	03/27/2025	SOLIANT HEALTH, LLC	R	1,784.00
01	314749	03/27/2025	TAMARA JOHNSON	R	500.00
01	314750	03/27/2025	TC SPRING JAM	R	300.00
01	314751	03/27/2025	U OF MN TWIN CITIES	R	2,000.00
01	314752	03/27/2025	UNITED STATES TREASURER	R	400.00
01	314753	03/27/2025	VANESSA MERRY	R	250.00
01	314754	03/27/2025	VSP INSURANCE CO. (CT)	R	3,349.03
01	314755	03/27/2025	WONDER WORKSHOP, INC.	R	1,495.00
01	314756	03/27/2025	XCEL ENERGY	R	907.76
01	314757	03/27/2025	YOUTH ENRICHMENT LEAGUE (YEL!)	R	3,628.00
01	314758	03/31/2025	BARNES & NOBLE BOOK	R	113.91
01	314759	03/31/2025	KLETT WORLD LANGUAGES, INC.	R	128.10
01	314760	03/31/2025	MEP INC.	R	136.56
01	314761	03/31/2025	TAFFE SARAH ANN	R	9,750.00
01	314762	03/31/2025	TEMP SOCIAL WORK	R	2,665.96
			TOTAL PCARD, CHECK RUN & EPAYS		**1,645,875.71**

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, April 7, 2025
7 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 Monday, April 7, 2025 in the boardroom at the Richfield Public Schools District Office. Chair Carter called the regular board meeting to order at 7 p.m. with the following school board members in attendance: Banks Kupcho, Cole, Liss, Pollis and Spencer.

Administrators present were Superintendent Unowsky and Executive Director Clarkson. Student representatives Gerardo Castañeda Lopez and Vanessa Rosas Miguel were present.

II. REVIEW AND APPROVAL OF THE AGENDA

Motion by Cole, seconded by Spencer, and unanimously carried, the board of education approved the agenda.

III. INFORMATION AND PROPOSALS - NON-ACTION ITEMS

A. Superintendent Update
    1. Sheridan Hills Elementary School Presentation
    2. Annual Survey Results Presentation
B. Commendations

Director Banks Kupcho left the meeting at 8:33 p.m.

IV. CONSENT AGENDA

A. Routine Matters
    1. Minutes of the Regular Meeting held March 17, 2025
    2. General Disbursements as of 3/31/25 in the Amount of $1,645,875.71
    3. Investment Holdings
B. Personnel Items

Management Resignation
Angela Taylor – Special Ed Supervisor – South Education Center
Effective: 6/30/2025
Years of Service: 2

Full Time Certified Probationary Year 1 of 1
Kimberly Levine – Math Teacher – Richfield High School
Effective: 8/19/25

Classified Management Resignation
Laura Hrad (Otterness) – Communications Specialist – District Office
Effective: 4/11/2025
Years of Service: 4.5

Certified Full-Time Resignation
Charity Kroeker – EL Teacher – STEM Elementary School
Effective: 6/6/2025
Years of Service: 8
Abigail Whalen – College and Career Counselor – Richfield Senior High School
Effective: 6/6/2025
Years of Service: 2
Andrew Root – Math Interventionist – Richfield Middle School
Effective: 6/6/2025
Years of Service: 12

Certified Full-Time Retirement
James Paddock – Adaptive Phy. Ed Teacher – District Wide
Effective: 9/19/2025
Years of Service: 6

Classified Full-Time Paraprofessional for Employment
Nina Wendorff - Special Education – STEM Elementary School
Effective: 03/24/2025
Xavier Ray - Special Education – Richfield High School
Effective: 04/07/2025

Classified Full-Time for Employment
Anne Weaver - Registered Nurse – Academy of Holy Angels
Effective: 03/21/2025

Motion by Pollis, seconded by Cole, and unanimously carried, the board of education approved the consent agenda.

V. OLD BUSINESS

A. Policy 582: Staff Notification of Violent Behavior by Students & Administrative Guideline 582.1 - third read

Motion by Pollis, seconded by Liss, and unanimously carried, the board of education approved the revised policy.

B. Policy 610: Selection and Reevaluation of Instructional Resources & Administrative Guideline 610.1 - second read

Director Banks Kupcho rejoined the meeting at 8:36 p.m.

C. Policy 612: Curriculum Development & Administrative Guideline 612.1 - second read

VI. NEW BUSINESS

A. Resolution of Support for Community Partners Grant for Safe Routes to School

Motion by Pollis, seconded by Cole, and unanimously carried, the board of education approved the resolution.

B. Policy 502: Resident and Nonresident Student Enrollment & Administrative Guideline 502.1 - first read
C. Donations

Motion by Pollis, seconded by Spencer, 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. Suggested/Future Agenda Items
D. Future Meeting Dates

4-21-2025	5:30 p.m.	Board Study Session
4-21-2025	7 p.m.	Regular Board Meeting - Public Comment
5-5-2025	7 p.m.	Regular Board Meeting

Motion by Cole, seconded by Pollis, and unanimously carried, the board of education amended the agenda to remove the closed session and reopening of the meeting.

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

~~IX. REOPEN MEETING~~

X. ADJOURN REGULAR MEETING

Chair Carter adjourned the meeting at 8:51 p.m.

CHECK RUNS, PCARDS & E-PAYS FOR 04/21/2025 BOARD REPORTS

BANK 05	DATE	AMOUNT
Checks	4/3/2025	170,440.73
	4/9/2025	426,774.77
	4/11/2025	802.50
	4/14/2025	350,427.92
P-Cards MARCH 2025	4/4/2025	51,639.06
E-Pays	4/10/2025	1,483.90
CHECK REGISTER BANK 05 TOTAL =		**1,001,568.88**

BREAKDOWN	
01-206-00	761,388.43
02-206-00	78,082.50
03-206-00	7,191.93
04-206-00	41,506.17
06-206-00	
07-206-00	
18-206-00	
20-206-00	112,558.57
21-206-00	841.28
47-206-00	
BANK TOTAL =	**1,001,568.88**

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	314763	04/03/2025	ALLIED PROFESSIONALS, INC.	R	1,258.75
01	314764	04/03/2025	ANDERSON JULIE R	R	240.00
01	314765	04/03/2025	AZURE ADLER	R	130.00
01	314766	04/03/2025	BATTERIES R US	R	319.98
01	314767	04/03/2025	BCN TELECOM, INC TBS	R	929.65
01	314768	04/03/2025	BEST PLUMBING SPECIALTIES, INC.	R	155.94
01	314769	04/03/2025	BIX FRUIT COMPANY	V	0.00
01	314770	04/03/2025	BIX FRUIT COMPANY	R	12,283.95
01	314771	04/03/2025	BRAND FARMS	R	720.00
01	314772	04/03/2025	CEP ART & DESIGN	R	198.00
01	314773	04/03/2025	CINTAS CORPORATION NO 2	R	286.82
01	314774	04/03/2025	COMCAST BUSINESS	R	425.93
01	314775	04/03/2025	DOOR SERVICE MIDWEST	R	295.00
01	314776	04/03/2025	ESX TECHNOLOGY SOLUTIONS, LLC	R	3,000.00
01	314777	04/03/2025	GOEBEL JUDITH K	R	200.00
01	314778	04/03/2025	WW GRAINGER INC	R	345.01
01	314779	04/03/2025	GROUP HEALTH NON-PATIENT A/R	R	5,917.50
01	314780	04/03/2025	HAWKINS INC	R	58.64
01	314781	04/03/2025	HILLYARD MINNEAPOLIS	R	13,878.21
01	314782	04/03/2025	IMPROVE YOUR TOMORROW, INC.	R	2,775.00
01	314783	04/03/2025	KEMPS LLC	V	0.00
01	314784	04/03/2025	KEMPS LLC	V	0.00
01	314785	04/03/2025	KEMPS LLC	R	6,417.34
01	314786	04/03/2025	KINECT ENERGY INC	R	558.00
01	314787	04/03/2025	LEROY'S GREAT BEAR	R	100.43
01	314788	04/03/2025	LIGHTSPEED TECHNOLOGIES, INC.	R	804.00
01	314789	04/03/2025	LOMAX CARLA	R	330.00
01	314790	04/03/2025	LYNN E. HENRY	R	144.00
01	314791	04/03/2025	MCDONOUGH'S SEWER SERVICES, INC.	R	1,817.07
01	314792	04/03/2025	METRO APPLIANCE RECYCLING	R	4,924.59
01	314793	04/03/2025	METRO VOLLEYBALL OFFICIAL ASSOC LLC	R	1,890.00
01	314794	04/03/2025	MIDWEST BUS PARTS INC	R	24.26
01	314795	04/03/2025	MINNESOTA ADAPTED ATHLETICS ASSOC	R	375.00
01	314796	04/03/2025	MIRA	R	3,900.00
01	314797	04/03/2025	MTN-METROPOLITAN TRANSP NETWORK	R	2,270.01
01	314798	04/03/2025	NAPA AUTO PARTS	R	336.69
01	314799	04/03/2025	NATALIE D RASMUSSEN	R	3,000.00
01	314800	04/03/2025	NOKOMIS SHOE SHOP	R	125.00
01	314801	04/03/2025	ON SITE SANITATION	R	29.81
01	314802	04/03/2025	PAN O GOLD BAKING CO	R	821.90
01	314803	04/03/2025	PHOENIX SCHOOL COUNSELING	R	24,000.00
01	314804	04/03/2025	PITNEY BOWES BANK PURCHASE POWER	R	2,400.00
01	314805	04/03/2025	POWERSCHOOL GROUP LLC	R	2,886.37
01	314806	04/03/2025	PROFESSIONAL WIRELESS COMMUNICATION	R	290.58
01	314807	04/03/2025	REED BEHAVIORAL HEALTH LLC	R	4,720.00
01	314808	04/03/2025	TRANSPORTATION PLUS, INC.	R	30.00
01	314809	04/03/2025	TRIO SUPPLY COMPANY	R	3,503.87
01	314810	04/03/2025	U OF MN TWIN CITIES	R	500.00
01	314811	04/03/2025	UPPER LAKES FOODS	V	0.00
01	314812	04/03/2025	UPPER LAKES FOODS	R	54,204.09
01	314813	04/03/2025	VANESSA MERRY	R	210.00
01	314814	04/03/2025	XCEL ENERGY	R	6,127.24
01	314815	04/03/2025	ZACK'S INC.	R	282.10
01	V2502275	04/04/2025	P-CARD BAIRD LISA	R	1,270.37
01	V2502276	04/04/2025	P-CARD BARLOW ERICA	R	3,368.37
01	V2502277	04/04/2025	P-CARD BLUMA, MEGAN BOLLIG	R	73.85
01	V2502278	04/04/2025	P-CARD BROWN MATTHEW	R	2,635.23
01	V2502279	04/04/2025	P-CARD BRUNNER PATTI	R	2,393.07

01	V2502280	04/04/2025	P-CARD CARUSO MATTHEW	R	1,332.73
01	V2502281	04/04/2025	P-CARD CRUZ ESTEVA JENNIFER	R	2,075.40
01	V2502282	04/04/2025	P-CARD EDWARDS NATHAN	R	1,388.03
01	V2502283	04/04/2025	P-CARD GEURINK AREND	R	1,226.27
01	V2502284	04/04/2025	P-CARD GONZALEZ CHRISTINA	R	444.58
01	V2502285	04/04/2025	P-CARD HOLJE CRAIG	R	7.00
01	V2502286	04/04/2025	P-CARD HUERTA-ANAYA ALICIA	R	1,735.62
01	V2502287	04/04/2025	P-CARD KRETSINGER DAN	R	2,163.23
01	V2502288	04/04/2025	P-CARD LEIKNES LISA	R	745.33
01	V2502289	04/04/2025	P-CARD LEWIS JENNIFER	R	2,289.19
01	V2502290	04/04/2025	P-CARD LUNDY MICHELLE	R	3,814.28
01	V2502291	04/04/2025	P-CARD MAHONEY COLLEEN	R	112.47
01	V2502292	04/04/2025	P-CARD MANNING MICHAEL	R	344.13
01	V2502293	04/04/2025	P-CARD MCCLENDON LAURA	R	272.14
01	V2502294	04/04/2025	P-CARD MCGINN DAN	R	1,300.74
01	V2502295	04/04/2025	P-CARD MORALES LIZETTE	R	7,918.39
01	V2502296	04/04/2025	P-CARD PETERSON CHRIS	R	3,435.36
01	V2502297	04/04/2025	P-CARD SACHER GRACE	R	157.52
01	V2502298	04/04/2025	P-CARD SETZER ALEXIS	R	1,989.72
01	V2502299	04/04/2025	P-CARD SKARE-KLECKER AMY	R	2,898.75
01	V2502300	04/04/2025	P-CARD SMITH DANE	R	31.88
01	V2502301	04/04/2025	P-CARD STACHEL NANCY	R	2,371.84
01	V2502302	04/04/2025	P-CARD VALLEY JENNIFER	R	1,914.43
01	V2502303	04/04/2025	P-CARD VENTURA PEREZ RAMIRO	R	126.84
01	V2502304	04/04/2025	P-CARD WILLHITE KASYA	R	415.71
01	V2502305	04/04/2025	P-CARD WOODS KELLY	R	1,074.59
01	V2502306	04/04/2025	P-CARD YUNKER AUBREE	R	312.00
01	314816	04/09/2025	ABBYJACK, LLC	R	1,840.65
01	314817	04/09/2025	ARVIG ENTERPRISES INC	R	1,307.90
01	314818	04/09/2025	BCBS OF MINNESOTA & BLUE PLUS	R	9,180.00
01	314819	04/09/2025	CDW GOVERNMENT INC	R	3,956.83
01	314820	04/09/2025	CENTURYLINK	R	120.77
01	314821	04/09/2025	CHARACTER KIDS, LLC	R	864.00
01	314822	04/09/2025	CONSOLIDATED COMMUNICATIONS	R	3,484.87
01	314823	04/09/2025	CULLIGAN SOFT WATER	R	11.00
01	314824	04/09/2025	DICKS SANITATION SERVICE, INC (DSI)	R	7,842.61
01	314825	04/09/2025	FREEWHEEL BIKE RICHFIELD	R	1,004.79
01	314826	04/09/2025	GONZALEZ JOSUE	R	151.36
01	314827	04/09/2025	HOPE CHURCH	R	15,522.06
01	314828	04/09/2025	IIX INSURANCE INFORMATION EXCHANGE	R	41.95
01	314829	04/09/2025	INNOVATIVE OFFICE SOLUTIONS LLC	R	37.49
01	314830	04/09/2025	INTERMEDIATE DISTRICT 287	R	238,379.35
01	314831	04/09/2025	KREMER SERVICES LLC	R	1,902.90
01	314832	04/09/2025	LULO LIBROS INC.	R	89.70
01	314833	04/09/2025	MAXORPLUS, LTD	R	104,492.27
01	314834	04/09/2025	METRO TRANSIT	R	194.00
01	314835	04/09/2025	MUSKA ELECTRIC CO.	R	1,263.85
01	314836	04/09/2025	NENA'S DESIGN LLC	R	320.00
01	314837	04/09/2025	NORTH CENTRAL INTERNATIONAL, LLC	R	345.00
01	314838	04/09/2025	ONEBRIDGE BENEFITS INC.	R	5,258.00
01	314839	04/09/2025	PAYDHEALTH	R	6,278.58
01	314840	04/09/2025	PITNEY BOWES INC	R	517.00
01	314841	04/09/2025	POVOLNY KATHLEEN IGOE	R	84.00
01	314842	04/09/2025	POWERSCHOOL GROUP LLC	R	843.50
01	314843	04/09/2025	PREMIUM WATERS INC	R	39.00
01	314844	04/09/2025	PTM DOCUMENT SYSTEMS	R	855.91
01	314845	04/09/2025	SAFEWAY DRIVING SCHOOL	R	6,200.00
01	314846	04/09/2025	SCHMITT MUSIC	R	57.58
01	314847	04/09/2025	SCHUMACHER ELEVATOR COMPANY	R	637.50

01	314848	04/09/2025	SHERWIN WILLIAMS CO	R	202.13
01	314849	04/09/2025	SQUIRES, WALDSPURGER & MACE, P.A.	R	11,401.40
01	314850	04/09/2025	STONE ARCH STUDIO LLC	R	200.00
01	314851	04/09/2025	THE MPX GROUP	R	640.82
01	314852	04/09/2025	TOLL COMPANY	R	13.64
01	314853	04/09/2025	UNITED HEALTHCARE/AARP MEDICARE RX	R	92.20
01	314854	04/09/2025	UNITED HEARTHCARE /AARP MEDICARE RX	R	92.20
01	314855	04/09/2025	UNITEDHEALTHCARE	R	590.91
01	314856	04/09/2025	VERIZON WIRELESS	R	360.09
01	314857	04/09/2025	XCEL ENERGY	R	56.96
01	V2502262	04/10/2025	RACHEL U CORNES	R	26.49
01	V2502263	04/10/2025	KIM M DARAITIS	R	238.41
01	V2502264	04/10/2025	MICHELE FLUHR FRASER	R	88.29
01	V2502265	04/10/2025	MICHELLE D FRANZ	R	23.39
01	V2502266	04/10/2025	ELIZABETH HEIDERSCHEIT	R	144.00
01	V2502267	04/10/2025	STEPHANIE M HEYER-WALSH	R	52.98
01	V2502268	04/10/2025	MARGARET R HOEHN	R	31.00
01	V2502269	04/10/2025	TANYA R OLSON	R	41.51
01	V2502270	04/10/2025	KAREN S K SLAGHT	R	342.20
01	V2502271	04/10/2025	ANGELA TAYLOR	R	20.70
01	V2502272	04/10/2025	DANA L HAYES	R	144.00
01	V2502273	04/10/2025	SAMANTHA WEAVER	R	322.98
01	V2502274	04/10/2025	MICHELLE R WHITESIDE	R	7.95
01	314858	04/11/2025	MOO CHICKA POO	R	802.50
01	314859	04/14/2025	CONTRERAS WILLIAM	R	11.85
01	314860	04/14/2025	FINANGER PHILLIP J	R	66.95
01	314861	04/14/2025	JEROME A PLAGGE JR	R	18.55
01	314862	04/14/2025	MACADAMS CHRISTOPHER	R	27.83
01	314863	04/14/2025	MENDELBLATT SCOTT	R	18.55
01	314864	04/14/2025	MILES SARA	R	66.95
01	314865	04/14/2025	MINNEAPOLIS CONVENTION CENTER	R	16,900.00
01	314866	04/14/2025	NAGEL, MELIA	R	18.55
01	314867	04/14/2025	NOAH O QUINTANA	R	11.85
01	314868	04/14/2025	NORTH CENTRAL INTERNATIONAL, LLC	R	332,760.74
01	314869	04/14/2025	OWENS KEIRA	R	35.55
01	314870	04/14/2025	WEVIDEO, INC.	R	490.55
			TOTAL CHECKS, PCARD & EPAYs		**1,001,568.88**

REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES

RICHFIELD | March 31, 2025

REVENUE CATEGORIES	June 30, 2023	June 30, 2024	Revised Budget	Projected End Of Year	Received YTD	Budget Remaining	March 31, 2025 % of Budget Received	March 31, 2024 % of Actuals Received	March 31, 2023 % of Actuals Received	Current YTD vs. PYTD	March 31, 2024	March 31, 2023
STATE	47,269,721	55,361,384	61,145,174	58,864,316	35,388,839	25,756,335	57.88%	62.25%	62.44%	**927,989**	34,460,850	29,517,575
FEDERAL	8,182,832	5,360,512	2,633,950	2,487,553	737,165	1,896,785	27.99%	42.48%	45.45%	**(1,540,132)**	2,277,297	3,718,716
PROPERTY TAXES	17,853,747	18,257,792	23,100,410	22,329,676	22,436,137	664,273	97.12%	99.42%	99.42%	**4,283,337**	18,152,800	17,750,201
LOCAL SALES, INS RECOVERY & JUDGEMENTS	53,909	84,206	85,000	59,962	28,763	56,237	33.84%	26.62%	47.34%	**6,347**	22,416	25,522
LOCAL (FEES, INTEREST, ETC.)	1,656,125	2,943,714	2,086,685	2,480,084	2,035,930	50,755	97.57%	68.32%	64.31%	**24,777**	2,011,153	1,065,055
TOTALS	**75,016,334**	**82,007,607**	89,051,219	**86,221,591**	**60,626,833**	**28,424,386**	**68.08%**	**69.41%**	**69.42%**	**3,702,317**	**56,924,516**	**52,077,069**

EXPENDITURES (OBJECT SERIES)	June 30, 2023	June 30, 2024	Revised Budget	Projected End Of Year	Expended YTD	Budget Remaining	March 31, 2025 % of Budget Expended	March 31, 2024 % of Actuals Expended	March 31, 2023 % of Actuals Expended	Current YTD vs. PYTD	March 31, 2024	March 31, 2023
SALARIES & WAGES	42,666,507	44,519,026	48,079,454	47,425,220	29,222,076	18,857,378	60.78%	61.66%	61.85%	**1,770,598**	27,451,478	26,391,235
EMPLOYEE BENEFITS	14,518,829	15,376,730	16,284,347	16,445,889	11,124,036	5,160,311	68.31%	63.65%	67.09%	**1,337,484**	9,786,552	9,740,118
PURCHASED SERVICES	11,201,175	13,172,577	15,647,434	15,782,640	9,228,852	6,418,582	58.98%	61.67%	62.25%	**1,105,935**	8,122,917	6,973,059
SUPPLIES	3,707,790	3,838,248	4,640,472	4,330,789	3,173,006	1,467,466	68.38%	73.34%	69.92%	**358,215**	2,814,791	2,592,458
EQUIPMENT	4,339,230	3,488,077	2,925,649	2,295,684	1,934,862	990,787	66.13%	92.48%	80.26%	**(1,290,821)**	3,225,683	3,482,829
OTHER EXPENDITURES	392,751	406,103	717,469	555,725	160,084	557,385	22.31%	38.23%	39.87%	**4,843**	155,240	156,601
TOTALS	**76,826,282**	**80,800,761**	88,294,825	**86,835,946**	**54,842,915**	**33,451,910**	**62.11%**	**63.81%**	**64.22%**	**3,286,254**	**51,556,661**	**49,336,299**

EXPENDITURES (PROGRAM SERIES)	June 30, 2023	June 30, 2024	Revised Budget	Projected End Of Year	Expended YTD	Budget Remaining	March 31, 2025 % of Budget Expended	March 31, 2024 % of Actuals Expended	March 31, 2023 % of Actuals Expended	Current YTD vs. PYTD	March 31, 2024	March 31, 2023
SITE ADMINISTRATION	1,951,791	2,063,549	2,343,188	2,550,993	1,822,619	520,569	77.78%	73.40%	75.11%	**307,926**	1,514,693	1,465,978
DISTRICT ADMINISTRATION	2,124,536	2,281,758	2,613,734	2,288,130	1,469,745	1,143,989	56.23%	71.24%	69.69%	**(155,776)**	1,625,521	1,480,629
SUPPORT SERVICES	3,097,622	3,265,363	3,316,727	3,469,793	2,596,477	720,250	78.28%	78.96%	78.27%	**18,152**	2,578,325	2,424,481
REGULAR INSTRUCTION	30,597,910	31,337,342	32,210,528	31,764,311	18,927,957	13,282,571	58.76%	57.76%	59.07%	**828,944**	18,099,013	18,073,098
EXTRA-CURRICULAR ACTIVITES	1,131,315	1,043,990	1,085,876	1,160,664	728,607	357,269	67.10%	71.65%	71.63%	**(19,373)**	747,980	810,347
VOCATIONAL INSTRUCTION	599,877	839,648	1,007,365	974,693	583,040	424,325	57.88%	42.81%	56.62%	**223,576**	359,464	339,623
SPECIAL EDUCATION	13,955,261	15,690,800	17,458,055	17,098,090	10,146,170	7,311,885	58.12%	59.02%	61.04%	**885,600**	9,260,570	8,518,184
INSTRUCTIONAL SUPPORT	5,115,499	5,557,740	5,537,706	5,321,183	3,931,932	1,605,774	71.00%	82.32%	75.98%	**(642,967)**	4,574,899	3,886,547
PUPIL SUPPORT SERVICES	10,416,333	11,410,630	14,629,973	14,034,186	8,687,034	5,942,939	59.38%	63.60%	63.68%	**1,429,735**	7,257,298	6,632,731
FACILITIES	7,423,372	6,795,129	7,563,939	7,596,257	5,374,724	2,189,215	71.06%	73.95%	71.35%	**349,571**	5,025,153	5,296,236
OTHER FINANCING USES	412,768	514,812	527,734	577,646	574,609	(46,875)	108.88%	99.79%	98.95%	**60,864**	513,745	408,446
TOTALS	**76,826,282**	**80,800,761**	88,294,825	**86,835,946**	**54,842,915**	**33,451,910**	**62.11%**	**63.81%**	**64.22%**	**3,286,254**	**51,556,661**	**49,336,299**

REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES

RICHFIELD | March 31, 2025

ACTIVITY - OTHER FUNDS

REVENUE	June 30, 2023	June 30, 2024	Revised Budget	Projected End Of Year	Received YTD	Budget Remaining	March 31, % of Budget Received	March 31, % of Actuals Received	March 31, % of Actuals Received	Current YTD vs. PYTD	March 31, 2024	March 31, 2023
FOOD SERVICE	3,072,380	3,949,403	3,577,663	3,590,962	2,086,331	1,491,332	58.32%	51.58%	59.81%	**49,340**	2,036,991	1,837,440
COMMUNITY EDUCATION	2,097,545	2,322,904	2,056,049	2,054,714	1,777,440	278,609	86.45%	89.23%	86.76%	**(295,301)**	2,072,741	1,819,813
CONSTRUCTION	2,403,125	2,767,467	166,000	295,734	141,468	24,532	85.22%	97.41%	98.52%	**(2,554,341)**	2,695,809	2,367,538
DEBT SERVICE	7,384,481	8,086,343	7,819,436	7,037,558	7,095,910	723,526	90.75%	101.28%	97.63%	**(1,094,021)**	8,189,930	7,209,799
CUSTODIAL	25,986	30,570	29,392	13,147	6,864	22,528	23.35%	96.14%	85.57%	**(22,526)**	29,391	22,236
INTERNAL SERVICE	8,168,983	8,636,077	8,942,594	9,498,442	6,556,084	2,386,510	73.31%	76.69%	63.79%	**(66,756)**	6,622,840	5,211,022
OPEB IRREVOCABLE TRUST	190,720	364,778	200,000	117,225	2,708	197,292	1.35%	20.47%	93.26%	**(71,952)**	74,660	177,858
OPEB DEBT SERVICE	2,061,376	2,013,317	2,058,652	1,854,809	1,888,790	169,862	91.75%	103.31%	99.40%	**(191,241)**	2,080,031	2,049,052
TOTALS	**25,404,596**	**28,170,859**	24,849,786	**24,462,589**	**19,555,595**	**5,294,191**	**78.70%**	**84.49%**	**81.46%**	**(4,246,798)**	**23,802,394**	**20,694,758**

EXPENDITURES	June 30, 2023	June 30, 2024	Revised Budget	Projected End Of Year	Expended YTD	Budget Remaining	March 31, % of Budget Expended	March 31, % of Actuals Expended	March 31, % of Actuals Expended	Current YTD vs. PYTD	March 31, 2024	March 31, 2023
FOOD SERVICE	3,519,501	3,729,581	3,808,676	3,901,837	2,654,006	1,154,670	69.68%	66.59%	67.86%	170,309	2,483,697	2,388,318
COMMUNITY EDUCATION	2,092,359	2,258,815	2,120,241	2,027,045	1,407,679	712,562	66.39%	69.99%	67.87%	(173,216)	1,580,895	1,420,037
CONSTRUCTION	136,534	1,834,310	2,670,000	1,939,453	1,160,869	1,509,131	43.48%	85.71%	94.88%	(411,366)	1,572,234	129,547
DEBT SERVICE	7,254,908	7,949,447	7,779,254	7,779,254	7,779,254	0	100.00%	100.00%	100.00%	(170,193)	7,949,447	7,254,908
CUSTODIAL	7,639	9,075	10,500	13,901	10,537	(37)	100.36%	99.86%	99.67%	1,476	9,062	7,614
INTERNAL SERVICE	7,896,304	7,249,696	8,814,949	8,865,712	7,079,663	1,735,286	80.31%	85.95%	82.36%	848,797	6,230,866	6,503,439
OPEB IRREVOCABLE TRUST	484,271	476,577	477,000	477,000	0	477,000	0.00%	0.00%	0.00%	0	0	0
OPEB DEBT SERVICE	2,027,475	2,025,100	2,022,175	2,022,175	2,022,175	0	100.00%	100.00%	100.00%	(2,925)	2,025,100	2,027,475
TOTALS	**23,418,991**	**25,532,600**	27,702,795	**27,026,377**	**22,114,183**	**5,588,612**	**79.83%**	**85.58%**	**84.25%**	262,882	**21,851,301**	**19,731,338**

SUMMARY - ALL FUNDS

SUMMARY	June 30, 2023	June 30, 2024	Revised Budget	Projected End Of Year	YTD	Budget Remaining	March 31, % of Budget Expended	March 31, % of Actuals Expended	March 31, % of Actuals Expended	Current YTD vs. PYTD	March 31, 2024	March 31, 2023
REVENUE	100,420,930	110,178,467	113,901,005	110,684,181	80,182,428	33,718,577	70.40%	73.27%	72.47%	(544,481)	80,726,910	72,771,828
EXPENDITURES	100,245,273	106,333,361	115,997,620	113,862,323	76,957,098	39,040,522	66.34%	69.04%	68.90%	3,549,136	73,407,962	69,067,637
SPENDING VARIANCE	175,656	3,845,105	(2,096,615)	(3,178,143)	3,225,331	N/A	N/A	N/A	N/A	(4,093,617)	7,318,947	3,704,190

Consent Agenda – For Action **Agenda Item IV.B.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting April 21, 2025

Subject: PERSONNEL ITEMS

(Recommended by superintendent)

That the board of education approve the following personnel items:

Management Resignation
Angela Taylor – Special Ed Supervisor – South Education Center
Effective: 7/4/2025
Years of Service: 2
Change in effective date from April 7, 2025 board approved personnel items.

Full Time Certified Probationary Year 1 of 3
Jamie Glover – School Psychologist – Richfield Dual Language School
Effective: 8/19/25

Full Time Certified Probationary Year 1 of 1
Leah Brown – Special Education Lead & Transitions Plus Teacher – SEC
Effective: 8/19/25
Mandi Kangas – Special Education Teacher – Centennial Elementary
Effective: 8/19/25
Melanie Camacho-Suarez – School Counselor – Richfield High School
Effective: 8/19/25

Certified Full-Time Resignation
Thomas Reger – Special Education Teacher – Centennial Elementary
Effective: 6/6/2025
Years of Service: 4

Certified Full Time Leave of Absence
Molly Ericson – Grade 3 Teacher – Sheridan Hills Elementary
Effective: 25-26 School Year
Monica Pinto-Moe – EL Teacher – District Wide
Effective: 25-26 School Year

Certified Part Time Leave of Absence
Karah Holle – Language Arts – Richfield Senior High School
0.20 FTE leave for the 24-25 School Year

Classified Full-Time Facilities & Transportation Reclassification
Christian Schempp - Maintenance Mechanic – Districtwide
Effective: 04/07/2025

Classified Full-Time Paraprofessional Resignation
Kristi Carr - Special Education – Central Education Center
Effective: 08/29/2025
Years of Service: 16.5

OLD BUSINESS – FOR ACTION **Agenda Item V.A.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, April 21, 2025

Subject: Selection and Reevaluation of Instructional Resources

(Recommended by the superintendent)

Passage upon a third read of Policy 610: Selection and Reevaluation of Instructional Resources and Administrative Guideline 610.1. This policy delegates the responsibility of selecting and evaluating curricular resources to the superintendent and administration. It also lays out the expectations that all curricula used in the district must adhere to and directs the superintendent to develop a process for reconsideration of certain instructional materials. The administrative guideline goes into further detail on responsibilities for resource selection, criteria for curricular resources and the formal and informal procedures for individuals to challenge curricular materials.

The Teaching & Learning Department and District Curriculum Advisory Committee have reviewed the policy and guideline. Suggested changes are included to adhere to District branding & style guidelines, changes in statute, and to provide clarity and remove redundancies.

Attachments:
Policy 610: Selection and Reevaluation of Instructional Resources - redlined
Administrative Guideline 610.1 - redlined
MSBA Model Policy 606: Textbooks and Instructional Materials
MSBA Model Policy 606.5: Library Materials

RICHFIELD PUBLIC SCHOOLS

SELECTION AND REEVALUATION OF INSTRUCTIONAL RESOURCES

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. RESPONSIBILITY OF SELECTION

A. While the school board retains its authority to review final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent, administration and professional staff the responsibility for the evaluation, selection and consideration of resources. The Teaching and Learning Department shall work directly with staff in developing such recommendations.

B. Based on the review of instructional texts, materials and content during the selection process, the recommendations shall:

1. support the academic standards, goals and objectives of the education programs;

2. consider the needs, age and maturity of students;

3. foster respect, understanding of and appreciation for historical and contemporary contributions by and roles open to ~~Americans~~ individuals of all cultures ~~and~~, races, and genders ~~and gender nonconforming~~, and individuals with unique and varying abilities and varied opinions;

4. permit grade-level instruction for students to study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, pursuant to Minn. Stat. § 120B.235;

5. be in the English Language. ~~-~~Another language may be used, pursuant to Minn. Stat. § 124D.61;

6. be within the constraints of instructional time and the school district budget; and

7. ~~do~~ not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.

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

IV. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS

A. The school board recognizes differences of opinion on the part of some members of the ~~school d~~District community relating to certain areas of the instructional program. Interested persons shall submit a request for reconsideration of the use of certain textbooks or instructional materials.

B. The superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.

C. The superintendent shall present a procedure to the school board for review regarding reconsideration of textbooks or other instructional materials. ~~-~~The review procedure shall be included in a guideline attached to this policy.

Legal References:
Minn. Stat~~-~~ § 120A.22, Subd. 9 (Compulsory Instruction – Curriculum)

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

Cross References:
Board Policy 601~~—~~: ~~Curriculum~~ Academic Standards and Instruction~~Goals~~al Curriculum
Board Policy 602: School District System Accountability
Board Policy 611~~—~~: Provision of Alternative Instruction
Board Policy 612: Curriculum Development

RATIFIED BY THE BOARD OF EDUCATION:~~——~~ March 3, 1997

~~AMENDED~~ REVISED BY THE BOARD OF EDUCATION:~~——~~ April 7, 1997~~,~~; October 2, 2000;~~————————~~ February 7, 2011~~,~~; June 29, 2020

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RICHFIELD PUBLIC SCHOOLS
ADMINISTRATIVE GUIDELINES

PROCEDURES FOR SELECTION AND REEVALUATION OF INSTRUCTIONAL RESOURCES

I. INTRODUCTION

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

II. PURPOSE STATEMENT

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

III. DEFINITION OF "RESOURCE"

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

IV. RESPONSIBILITY FOR RESOURCES SELECTION

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

A. It is the responsibility of school personnel who select resources to~~:~~ provide resources that fulfill all of the requirements listed in Policy 610 and in this guideline.

~~provide resources that will support and enrich achievement of academic standards and benchmarks addressed in the curriculum, taking into consideration all cultures and races, gender and gender-nonconforming, and individuals with unique and varying abilities and varied opinions;~~

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

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

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

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

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

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

V. MATCHING INSTRUCTIONAL RESOURCES AND OBJECTIVES

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

A. To acquire resources consistent with the demands of the curriculum as defined by academic standards and benchmarks;

B. To effectively guide students in the selection and application of a variety of resources;

C. To provide students with the opportunity to develop skills in the use of a variety of learning resources;

D. To foster in students a wide range of interests and stimulate intellectual curiosity;

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Commented [CQ2]: This information is included in Section VI below

E. To provide opportunities for aesthetic experiences and development of appreciation for a variety of literary and fine arts;

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

G. To provide resources that highlight the positive value of diversity in all its forms and ensure that students see themselves reflected in the content.

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VI. SELECTION CRITERIA

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

A. Be sensitive to all cultures ~~and~~, races, and genders ~~and gender-nonconforming~~, and individuals with unique and varying abilities and varied opinions in Richfield Public Schools.

B. Be chosen to support successful student achievement of academic standards and benchmarks represented in the curriculum; and to meet the needs of students, including the need~~s~~ for increased skills in a rapidly changing digital world.

C. Be appropriate for the age, emotional and social development, experience, ability levels and learning styles of the students for whom they are selected.

D. Provide a wide range of information, preparing students to examine their own attitudes and behaviors, to comprehend their responsibilities and rights as participating ~~citizens~~ individuals in our society, and to make intelligent judgment in their daily lives.

E. Represent the diversity in religious, ethnic, political and cultural values held in a pluralistic society.

F. Be judged as a whole; selected for their strengths rather than rejected for their weaknesses.

VII. MATERIAL DISCARD AND REPLACEMENT PROCEDURE

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

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

VIII. PRINT AND NON-PRINT MEDIA CENTER RESOURCES

Library/media center materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

Minnesota Statutes, section 124D.991, states that a school library media center provides equitable and free access to students, teachers, and administrators and that a school library media center must have the following characteristics:

A. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;

B. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;

C. is housed in a central location that provides an environment for expanded learning and supports a variety of student interests;

D. has technology and Internet access; and

E. is served by a licensed school library media specialist or licensed school librarian for oversight of the selection of library materials.

While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the media specialist. Professional personnel shall:

A. Evaluate existing resources.

B. Assess curriculum needs and the demands ~~needed~~ of skills in a rapidly changing digital world.

C. Consult reputable, professionally prepared aids for selection (the actual item shall be examined when deemed appropriate).

D. Consider requests from ~~school d~~District personnel, students, parents/guardians~~/families~~, and other community members.

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The school board may decline to purchase, lend, or shelve or remove access to library materials legitimately based on:

A. practical reasons, including but not limited to shelf space limitations, rare or antiquarian status, damage, or obsolescence;

B. legitimate pedagogical concerns, including but not limited to the appropriateness of potentially sensitive topics for the library's intended audience, the selection of library materials for a curated collection, or the likelihood of causing a material and substantial disruption of the work and discipline of the school; or

C. compliance with state or federal law.

Selection Criteria: The library materials selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:

A. Library materials shall support and be consistent with the general educational goals of the state and the District and the aims and objectives of individual schools and specific courses;

B. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;

C. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, or political views of the writer;

D. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, and needs and interests of the students for whom the materials were selected;

E. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):

1. Artistic quality and/or literary style;
2. Authenticity;
3. Critical thinking;
4. Educational significance;
5. Factual content;
6. High interest for intended audience; and
7. Readability.

F. The selection of library materials shall conform to the constraints of the District budget.

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G. A parent/guardian may request that access to specific material in the library materials collection be restricted from their student. The school shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific library collection material from the library or restrictions upon any other student accessing specific library materials.

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IX. SELECTION PROCEDURES

A. ~~ELEMENTARY~~ CLASSROOM INSTRUCTIONAL RESOURCES

Commented [CQ3]: Combining elementary and secondary sections together per recommendation of elementary and secondary directors

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

~~1. Elementary curriculum selection will be reviewed on a scheduled basis aligned with state standards review schedules. Representative committees, which include Special Education and ESL teachers, will review instructional programs and related materials/resources on a regular rotation.~~

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~~2. The Superintendent or designee may initiate and teachers and/or principals may request the establishment of a program evaluation committee in addition to the routine rotation based on emerging circumstances.~~

~~3. Should a committee be established, the following procedures will be followed:~~

~~a. The Superintendent or designee will assume leadership of the committee review process.~~

~~b. All requests to publishing companies for information and resources to be examined should be presented to the committee. Resources are received and processed by the Superintendent or Designee and reviewed by the committee members.~~

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

~~4. The purchase of instructional material/resources is approved by the Superintendent or Designee on the basis of the committee recommendations, budgetary considerations, and relationship to identified district policies and programs, and review by the District Curriculum Advisory Committee.~~

~~5. Any committees formed will remain functional until curriculum has been selected, implemented and reviewed.~~

~~6. Should a committee not be formed, the building personnel will work with the Superintendent or Designee for decision-making (e.g. number of students affected by new materials, costs of materials, etc.). The purchase of such materials/resources is approved by the Superintendent or Designee on the basis of staff recommendations, budgetary considerations, and relationship to identified district policies and programs.~~

~~7. Records regarding review and selection will be kept by the Superintendent or Designee.~~

~~B. SECONDARY CLASSROOM TEXT-TYPE RESOURCES~~

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

1. The ~~Superintendent~~ superintendent or ~~Designee~~ designee may initiate and teachers and/or principals may request the establishment of a program/materials evaluation committee in addition to the routine rotation based on emerging circumstances.

2. Should a committee be established, the following procedures will be followed:

   a. The ~~Superintendent~~ superintendent or ~~Designee~~ designee will assume leadership of the committee review process.

   b. The committee will involve educational and department leaders, media personnel ~~of~~ if warranted, and the building leadership team (including principal and/or assistant principal) in the selection process.

   c. All requests to publishing companies for resources to be examined should be presented to the committee.

   ~~c.~~d. Resources are received and processed by the ~~Superintendent~~ superintendent or ~~Designee~~ designee and reviewed by the committee members.

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~~d.~~e. It is the responsibility of the committee members to communicate their findings, and to make a recommendation to the ~~Superintendent~~ superintendent or ~~Designee~~ designee leading the committee, who will then communicate with the principals and teachers who will be affected by the selections of the committee.

3. The purchase of instructional material/resources is approved by the ~~Superintendent~~ superintendent or ~~Designee~~ designee on the basis of the committee recommendations, budgetary considerations, and relationship to identified district policies and programs, and review by the District Curriculum Advisory Committee.

4. Any committees formed will remain functional until a curriculum has been selected, implemented and reviewed.

5. Should a committee not be formed, the building personnel will work with the ~~Superintendent~~ superintendent or ~~Designee~~designee. ~~-~~The purchase of such materials/resources is approved by the ~~Superintendent~~ superintendent or ~~Designee~~ designee on the basis of staff recommendations, budgetary considerations, and relationship to identified district policies and programs.

6. Records regarding review and selection will be kept ~~in~~ by the ~~Superintendent~~ superintendent or ~~Designee~~designee.

~~C~~B. INSTRUCTIONAL RESOURCES NOT PURCHASED BY THE DISTRICT

1. Teachers have the right to use resources they believe will increase their effectiveness in meeting the objectives of the course being taught.

2. Teachers recognize their responsibility to use professional judgment in the selection of resources. ~~-~~The teacher who is in doubt concerning the advisability of using certain resources in the classroom should apply the criteria outlined in these guidelines and/or consult with their principal.

3. Teachers must recognize that the manner in which they present and use resources has an impact upon students. ~~-~~Staff members should be sensitive to the divergent needs of students, should allow students freedom to select alternative resources, and should demonstrate respect for student standards and preferences.

4. With regard to films/videos, potential selections having ratings of "R" or "PG13" require special consideration. ~~-~~When staff feel such selections merit use for classroom instruction, staff must secure permission from the building principal and obtain parental permission prior to classroom viewing. ~~–~~At the elementary level, principal and

parent permission are required before the showing of PG-rated videos/films. Viewing of full-length feature films in their entirety is discouraged as regular practice. Further, special consideration must be taken in to account with regard to licensing issues and ~~Fair~~ fair ~~Use~~use.

5. Gift resources will be accepted only with the understanding that they will then be judged by the same criteria as other resources and will be accepted or rejected on the basis of those criteria. Resources procured by teachers representing Richfield Public Schools in their professional capacity on sites such as DonorsChoose.org become the property of Richfield Public Schools.

X. PROCEDURES FOR RECONSIDERATION OF A RESOURCE

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

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

The following procedures for reconsideration of a resource apply to both classroom instructional resources and library/media center resources.

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A. OBJECTION AND REEVALUATION PROCEDURES

1. If material is questioned, school personnel shall explain the selection and reevaluation guidelines and procedures to the complainant; this is considered the "**informal**" stage of a challenge. The first point of contact is the teacher of the course/class in which the material is being used~~,~~ or the media personnel in the building housing the material in the collection. ~~The amount of instructional materials available makes it possible to offer alternative materials.~~

2. If, after conversation with the teacher or media personnel, there is still a request for reconsideration, within five working days after receiving a request for reconsideration, school building administrative personnel will contact and meet with the complainant and provide ~~him/her~~them with a copy of these policies and procedures. Utilizing the rationale for selection and approval of the material, the school building administrative personnel will explain the reasons for its inclusion in the curriculum or media center and the qualifications of those persons selecting the resources. This is still considered part of the informal stage of the request for reconsideration. If the challenge

is not resolved **informally**, the complainant must submit a written disagreement to the school building administrative personnel.

3. Once the school building administrative personnel receives the written disagreement, the school building administrative personnel will refer the complaint to the ~~Superintendent~~ superintendent or ~~Designee~~designee. The challenge now becomes a **"formal"** challenge.

~~4. Within twenty working days, the Superintendent or Designee shall meet, hear testimony.~~

~~5~~4. Upon making the final decision, the ~~Superintendent~~ superintendent or ~~Designee~~ designee will send a letter informing the complainant of the decision. ~~-~~The decision shall be communicated to all appropriate employees.

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B. INFORMAL PROCEDURES

1. Each challenge shall be dealt with in a courteous and confidential manner.

2. The person initiating the challenge should communicate with the teacher or media personnel first~~,~~ to come to an informal resolution.

3. An informal resolution is defined as a condition in which both parties agree to either accept the material as currently used or to provide a mutually acceptable alternative or substitution.

4. If the challenge cannot be resolved informally, the school building administrative personnel will invite the person who is initiating the challenge to submit a written disagreement.

5. Upon submission of a formal written disagreement, the challenge will be defined as formal and the process for formal challenges will be initiated at the appropriate level.

C. FORMAL REEVALUATION

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

1. The ~~Superintendent~~ superintendent or ~~Designee~~ designee shall, within twenty days:
   a. obtain the questioned resource and read it in its entirety, and consult with professional organizations, as necessary;
   b. discuss the questioned resource;

c. invite testimony, by inviting the party requesting the reconsideration, the appropriate teacher or media personnel, and building administrator to discuss intended use of the materials in the classroom or school, including the use of the material in whole or in part;
~~d.~~ discuss the context in which the resource will be used, including any historical context;
d. ~~;~~ and
e. take a thorough written record of all discussion and recommendations.

2. The ~~Superintendent~~ superintendent or ~~Designee~~ designee shall also do the following (not required to be completed within a specific timeline):

a. Examine the questioned resource in its entirety.
b. Determine professional acceptance of the resource by reading critical reviews.
c. Weigh values and faults and form opinions on the resource as a whole if it is read or viewed in its entirety or focus the review on passages or sections identified for viewing/reading.
d. Discuss the resource in the context of the educational program.
e. Hear testimony.
f. Make a final decision/recommendation.

D. RESOLUTION

1. The written report, signed by all members of the committee attending the meeting, accompanied by all resources used during the proceedings and a minority report, if one is made, shall be available to the public.

2. The decision shall be communicated to the complainant, the school building administrative personnel, and the professional media person or teacher involved.

3. The decision shall be binding for the individual school or as specified in the ~~Superintendent's~~ superintendent's decision/recommendation.

4. Requests to reconsider resources ~~which~~ that have previously been before the committee will not be reviewed again for three years, unless the challenge is substantially different from a previous challenge.

5. The ~~Superintendent's~~ Superintendent's decision may be appealed to the District 280 ~~Board~~ Board of ~~Education~~Education.

E. CHALLENGE REPORT

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Upon the completion of a formal reevaluation process in accordance with this policy, the school board must submit a report of the reevaluation to the Commissioner of the Minnesota Department of Education that includes:

1. the title, author, and other relevant identifying information about the material being challenged;

2. the date, time, and location of any public hearing held on the reconsideration in question, including minutes or transcripts;

3. the result of the reconsideration request; and

4. accurate and timely contact information for the individual from the District whom the Department of Education may contact with questions or follow-up.

XI. PROHIBITION ON RETALIATION

The District may not discriminate against or discipline an employee for complying with Minnesota Statutes, section 134.51.

Legal References:
Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.991 (Public School Libraries and Media Centers)
Minn. Stat. § 134.51 (Access to Library Materials and Rights Protected)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853 (1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

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

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RICHFIELD PUBLIC SCHOOLS
APPENDIX A
REQUEST FOR REEVALUATING A RESOURCE

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

School _____

Please check type of material:

~~( ) Book ( ) Video~~
~~( ) Periodical ( ) Other~~
~~( ) Film~~
Book (e-book) Movie Magazine Database Audio Recording
Digital Resource Textbook App Newspaper Game
Streaming Media Other

Title _____
Author _____
Publisher or Producer _____ Copyright Date ___
Request initiated by _____ ☐ Self
☐ Organization _____
Name of Organization

~~Telephone~~Phone ___ Address
_____
City _____ State _____ Zip _____

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

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

_____

_____

2. What ~~do you believe is the theme or purpose of this material~~brought this resource to your attention?

_____

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3. ~~What do you feel might be the result of a student using this material~~Are there resources you suggest to provide additional information and/or other viewpoints on this topic?

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

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

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

8. What would you like the ~~school d~~District to do about this material?

Date _____

Signature of the Complainant

Please return completed form to school administrative personnel.

Adopted: _____ *MSBA/MASA Model Policy 606*
Orig. 1995
Revised: _____ *Rev. 2024*

606 TEXTBOOKS AND INSTRUCTIONAL MATERIALS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. RESPONSIBILITY OF SELECTION

A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.

B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials that:

1. support the goals and objectives of the education programs;

2. consider the needs, age, and maturity of students;

3. foster respect and appreciation for cultural diversity and varied opinion;

4. fit within the constraints of the school district budget;

5. are in the English language. Another language may be used, pursuant to Minnesota Statutes, sections 124D.59 to 124D.61;

6. permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and

7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.

C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall

provide opportunity for input and consideration of the views of students, parents, and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees.

IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS

A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.

B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS

A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials.

B. The superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.

C. The superintendent shall present a procedure to the school board for review and approval regarding reconsideration of textbooks or other instructional materials. When approved by the school board, such procedure shall be an addendum to this policy.

Legal References:
Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 120B.235 (American Heritage Education)
Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)
Minn. Stat. § 124D.59-124D.61 (Education for English Learners Act)
Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)
Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988)
Pratt v. Independent Sch. Dist. No. 831, 670 F.2d 771 (8th Cir. 1982)

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

Adopted: _____ *MSBA/MASA Model Policy 606.5*
Orig. 2023
Revised: _____ *Rev. 2024 (Nov.)*

606.5 LIBRARY MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction and to delegate responsibility for selection and reconsideration of library materials.

II. GENERAL STATEMENT OF PURPOSE

The school board recognizes that library materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

To ensure that library materials fulfill this role, the school board delegates to the superintendent or the superintendent's designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained school district staff, with recognition that the school board has the final authority on selection of library materials. Parents and guardians have the right and the responsibility to determine their children's access to library materials.

[NOTE: The school board may choose to revise the General Statement of Purpose.]

III. DEFINITIONS

A. "Library" is the school district resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes a school library media center. The term also includes access to electronic materials.

For school districts with multiple school buildings, the term "library" refers to the resource within a specific school building.

Minnesota Statutes, section 124D.991, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;
2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
3. is housed in a central location that provides an environment for expanded learning and supports a variety of student interests;
4. has technology and Internet access; and

5. is served by a licensed school library media specialist or licensed school librarian.

[NOTE: The school board may add a sentence that incorporates the term(s) used to identify libraries in the school district, such as "The school district's libraries are commonly referred to as _____.]

B. "Library collection" consists of the library materials made available to students.

C. "Library materials" are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials This term does not include materials made available to students as part of the curriculum.

D. "Library media specialist" is a teacher holding a Library Media Specialist teaching license issued by the Professional Educator Licensing and Standards Boards and who is trained to deliver library services to students and staff in a library. A library media specialist is authorized under Minnesota Rules to provide to students in kindergarten through grade 12 instruction that is designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with other classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, and to administer media center operations, programming, and resources.

[NOTE: The specific titles of the school district's library staff should be used for this definition and substituted for "library media specialist" throughout this model policy. Please note the new 2024 law in Article IV regarding administration of selection and reconsideration procedures.]

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

A. The school board recognizes the expertise of the school district's professional staff and the vital need of such staff to be responsible for selection of library materials.

B. While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the library media specialist.

C. The procedures for selection and reconsideration set forth in this policy will be administered by:

1. a licensed library media specialist under Minnesota Rules, part 8710.4550;

2. an individual with a master's degree in library science or library and information science; or

3. a professional librarian or a person trained in library collection management.

D. The school board may decline to purchase, lend, or shelve or remove access to library materials legitimately based on:

1. practical reasons, including but not limited to shelf space limitations, rare or antiquarian status, damage, or obsolescence;

2. legitimate pedagogical concerns, including but not limited to the appropriateness of potentially sensitive topics for the library's intended

audience, the selection of library materials for a curated collection, or the likelihood of causing a material and substantial disruption of the work and discipline of the school; or

3. compliance with state or federal law.

[NOTE: In 2024, the Minnesota legislature enacted a new law—Minnesota Statutes 134.51--that includes the new provisions above.]

[NOTE: Minnesota Statutes, section 134.51, cited above, recognizes the school board's authority to make decisions regarding library materials. Through adoption of this policy, the school board delegates selection and reconsideration of library materials decision making as set forth in this policy.]

V. SELECTION OF LIBRARY MATERIALS

A. Selection Criteria: The library materials selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:

1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;

2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;

3. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, or political views of the writer;

4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, and needs and interests of the students for whom the materials were selected;

5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):

   a. Artistic quality and/or literary style;

   b. Authenticity;

   c. Critical thinking;

   d. Educational significance;

   e. Factual content;

   f. High interest for intended audience; and

   g. Readability.

6. The selection of library materials shall conform to the constraints of the school district budget.

[NOTE: Before adopting selection criteria, the school board is strongly encouraged to consult with the licensed library media specialist, who possesses professional expertise and experience in selecting appropriate library materials. The school board may choose to adopt selection criteria specifically designed for each school building.]

[NOTE: A school board may choose to adopt similar selection criteria for classroom library materials, with the classroom teacher making selection decisions. If a school board chooses to address classroom libraries, the board can decide whether to follow the reconsideration process in this model policy or to create a different process for classroom library materials.]

B. The library media specialist shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.

[NOTE: The school board may choose to identify specific sources and specialists that satisfy this paragraph.]

C. The superintendent or the superintendent's designee shall be responsible for keeping the school board informed of progress on review and selection of each building's library materials.

D. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed. Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist or the principal.

E. Gifts and Donations of Library Materials

Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the library media specialist. The school district's libraries welcome donations of books and other resource materials from individuals and organizations, but also reserve the right to decline to accept library materials that do not meet the criteria for selection. In addition, financial donations to benefit school district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

[NOTE: The school board may choose to delete Paragraph E.]

VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

A parent or guardian may request that access to specific material in the library materials collection be restricted from their student. The school shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific library collection material from the library or restrictions upon any other student accessing specific library materials.

VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

A. The school board seeks to uphold students' access to library materials that meet the educational goals and selection criteria set forth in this policy.

B. A school district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness.

Access to the material in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

[NOTE: The school board may decide whether to allow a building principal to remove library materials pending completion of the reconsideration process.]

C. Informal Request for Reconsideration of Specific Library Material

1. Requests for reconsideration of specific library material shall be directed to the library media specialist and the building principal. The building principal and the library media specialist shall assume responsibility for processing the request on an informal basis.

2. The building principal and/or the library media specialist shall provide an explanation to the individual who submitted the request. The explanation shall include the particular selection criteria that the material in question met in order to be included in the library as curriculum support or as an independent reading choice for students in the building.

3. If the request is not resolved informally, the principal shall submit a report on the matter to the superintendent or the superintendent's designee. The requestor will have an option to initiate a Formal Request for Reconsideration.

D. Formal Request for Reconsideration of Specific Library Collection Material

1. A Formal Request for Reconsideration of specific library material is initiated upon submission of a completed *Formal Request for Reconsideration of Specific Library Collection Material* form. The form must be completed in its entirety for each work that is subject to a request for reconsideration. The principal shall notify the superintendent or the superintendent's designee and the library media specialist of receipt of a completed Formal Request form.

   If specific library material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific library material, then the specific library material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

2. On an annual basis, the Superintendent or the superintendent's designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:

   a. One member of the school district administration

   b. One principal

   c. Two teachers

   d. One library media specialist (or district media specialist or public librarian if the school district does not have a library media specialist)

   e. Two members of the school district community with no direct connection with the request for reconsideration

f. Two student representatives (as appropriate to the specific request).

[NOTE: This list of Review Committee members is an example. The school board may alter this list. The school district may decide to create Review Committees for individual schools.]

3. The Review Committee shall establish a date upon which it will discuss the request and whether the specific library collection material conforms to the selection criteria set forth in this policy.

4. The Review Committee

   a. may consult individuals, organizations, and other resources with relevant professional knowledge on school library material;

   b. shall examine the specific library material as a whole;

   c. shall examine the specific library material as to its conformance with the criteria for selection of library materials; and

   d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific library material.

5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision. The requestor may appeal the Review Committee's decision to the superintendent or the superintendent's designee by submitting a written appeal to the superintendent or the superintendent's designee within fourteen (14) days of submission of the Review Committee's decision to the requestor. The superintendent or the superintendent's designee shall provide a written decision on a requestor's appeal within a reasonable time period.

   [NOTE: The school board can decide whether to allow appeal of a Review Committee decision to the superintendent or the superintendent's designee. If appeal to the superintendent or the superintendent's designee is permitted, the school board may direct the superintendent or the superintendent's designee to craft an appeal process or the board may choose to create the process itself.]

6. The requestor shall have the right to appeal the decision of the superintendent or the superintendent's designee to the school board.

   [NOTE: The school board may decide whether to allow an appeal of a Review Committee decision directly to the school board or whether the appeal to the superintendent or the superintendent's designee is a required intermediary step. If appeal to the school board is permitted, the school board may direct the superintendent or the superintendent's designee or designee to craft an appeal process or the board may choose to create the process itself.]

VIII. CHALLENGE REPORT

Upon the completion of a content challenge or reconsideration process in accordance with this

policy, the school board must submit a report of the challenge to the Commissioner of the Minnesota Department of Education that includes:

A. the title, author, and other relevant identifying information about the material being challenged;

B. the date, time, and location of any public hearing held on the challenge in question, including minutes or transcripts;

C. the result of the challenge or reconsideration request; and

D. accurate and timely information on who from the school district the Department of Education may contact with questions or follow-up.

[NOTE: This article was enacted in 2024 by the Minnesota legislature.]

IX. PROHIBITION ON RETALIATION

The school district may not discriminate against or discipline an employee for complying with Minnesota Statutes, section 134.51.

[NOTE: This article was enacted in 2024 by the Minnesota legislature.]

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.991 (Public School Libraries and Media Centers)
Minn. Stat. § 134.51 (Access to Library Materials and Rights Protected)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853 (1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

Cross References: MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

OLD BUSINESS – FOR ACTION **Agenda Item V.B.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, April 21, 2025

Subject: Curriculum Development

(Recommended by the superintendent)

Passage upon a third read of Policy 612: Curriculum Development and Administrative Guideline 612.1. The policy describes the districtwide needs that must be met by having appropriate curricula in place and periodically reviewing each curriculum area. The policy also states the requirement to have a district curriculum advisory committee. The guideline outlines the curriculum approval and selection process in detail.

The Teaching & Learning Department and District Curriculum Advisory Committee have reviewed the policy and guideline. Suggested changes are included to adhere to District branding & style guidelines, changes in statute, and to provide clarity and remove redundancies.

Attachments:
Policy 612: Curriculum Development - redlined
Administrative Guideline 612.1 - redlined
MSBA Model Policy 603: Curriculum Development

RICHFIELD PUBLIC SCHOOLS

CURRICULUM DEVELOPMENT

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. RESPONSIBILITY

A. The superintendent shall be responsible for curriculum development~~,~~ and for determining the most effective way of conducting research on the ~~school d~~District's curriculum needs and establishing a ~~long~~ long-range curriculum development program. ~~—~~Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area. These timelines shall be congruent with state standards ~~selection~~ review and revision cycles. Curriculum and educational program improvement can be done through modification, new course or program offerings, updated alignment of content with state academic standards, vertical alignment of courses with regard to rigor and complexity, or program reduction and elimination.

B. ~~A~~ The ~~district~~ District ~~advisory~~ Curriculum Advisory ~~committee~~ Committee (DCAC) shall provide assistance at the request of the superintendent. ~~-~~The advisory committee membership shall be a reflection of the community and, to the extent possible, shall reflect the diversity of the ~~district~~ District and its school sites, and shall include parent/guardian, teacher, support staff, student, community residents, and administration representation, and shall provide translation to the extent appropriate and practicable. Whenever possible, parents/guardians and other community residents shall comprise at least two-thirds of advisory committee members.

1. DCAC must pursue community support to accelerate the academic and native literacy and achievement of English learners with varied needs, from young children to adults, consistent with Minnesota Statutes, section 124D.59, subdivisions 2 and 2a.

2. The District may establish site teams as subcommittees of DCAC.

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3. DCAC must recommend to the school board

   a. rigorous academic standards, student achievement goals and measures consistent with Minnesota Statutes, sections 120B.11, subdivision 1a; 120B.022, subdivisions 1a and 1b; and 120B.35;

   b. district assessments;

   c. means to improve students' equitable access to effective and more diverse teachers;

   d. strategies to ensure the curriculum is rigorous, accurate, antiracist, culturally sustaining, and reflects the diversity of the student population;

   e. strategies to ensure that curriculum and learning and work environments validate, affirm, embrace, and integrate the cultural and community strengths of all racial and ethnic groups; and

   f. program evaluations.

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

1. Provide for the articulation of curriculum and courses of study from pre-kindergarten through grade twelve.

2. Identify minimum objectives for each course and at each elementary grade level. These objectives must be aligned to state standards for a particular content and grade level.

3. Provide for continuing evaluation of programs for the purpose of attaining ~~school d~~District objectives.

4. Provide a program for ongoing monitoring of student progress.

5. Provide for specific, particular, and special needs of all members of the student community.

~~6. Develop and publicly post a local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English learners, and teachers providing comprehensive, scientifically based reading instruction consistent with law.~~

~~7~~6. Integrate required and elective course standards in the scope and sequence of the ~~district~~ District curriculum.

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~~8~~7. Meet all applicable requirements of ~~the Minnesota Department of Education~~state and federal law.

~~D. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened utilizing an evidence-based universal screener. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened in a locally determined manner for continued reading difficulties, including the possibility of dyslexia. See Minn. Stat. § 120B.12, Subd. 2.~~

~~E. All families shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of Minn. Stat. § 120A.20, Subd. 1(c), regardless of the student's current ability to meet or exceed Minnesota academic standards in high school as measured by the Minnesota Comprehensive Assessments (MCAs).~~

~~F~~D. The superintendent shall be responsible for keeping the school board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for school board review.

~~G~~E. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

Legal References:

Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.12 (~~Reading Proficiently no Later than the End of Grade 3~~Read Act Goal and Interventions)
Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment)
Minn. Stat. § 124D.59 (Definitions)
Minn. Rules Part 3500.0550 (Inclusive Educational Program)
Minn. Rules Parts 3501.~~0640-3501.0655~~ 0660 (Academic Standards for ~~Language Arts~~Kindergarten through Grade 12)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0~~800-3501.0815~~20 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.~~0955~~0960 (Academic Standards in Science)
~~Minn. Rules Parts 3501.1000-3501.1190 (Graduation Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)~~
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

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20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

Board Policy 521: Graduation Requirements
~~MSBA/MASA Model~~Board Policy ~~603~~ 601: Academic Standards and Instructional ~~(~~Curriculum ~~Development)~~
~~MSBA/MASA Model~~Board Policy ~~604~~ 602: School District System Accountability~~(Instructional Curriculum)~~
Board Policy 610: Selection and Reevaluation of Instructional Resources
~~MSBA/MASA Model~~Board Policy ~~605~~ 611: Provision for ~~(~~Alternative ~~Programs)~~Instruction
~~MSBA/MASA Model Policy 613 (Graduation Requirements)~~
~~MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)~~
~~MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)~~
~~MSBA/MASA Model Policy 616 (School District System Accountability)~~
~~MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)~~
~~MSBA/MASA Model Policy 618 (Assessment of Student Achievement)~~
~~MSBA/MASA Model Policy 619 (Staff Development for Standards)~~
~~MSBA/MASA Model~~Board Policy 620: ~~(~~Credit for Outside Learning~~)~~
~~MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)~~

RATIFIED BY THE BOARD OF EDUCATION: November 2, 1998

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

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RICHFIELD PUBLIC SCHOOLS

ADMINISTRATIVE GUIDELINES

CURRICULUM DEVELOPMENT

CURRICULUM APPROVAL AND SELECTION PROCESS

The Administrative Guidelines outlined within this document are intended to clarify the process ~~that occurs through~~for a complete curriculum approval and selection ~~process~~in Richfield Public Schools.

For curriculum selection that occurs outside of a regularly scheduled curriculum selection cycle, the following procedures will apply. ~~Teachers, counselors, principals, community~~

~~2.~~ 1. Community members, and/or parents/guardians identify a curricular need for a specific grade level or course~~,~~ and bring it to their building administration for review. ~~If 50 percent or more of the staff at a district grade level or building level department (secondary) are affected by this curricular need, **or** if the total cost of the materials requested is more than $2,000, the process moves forward to the District Curriculum Advisory Committee (see steps below). If less than 50% of the staff at a grade level or department are affected by this curricular need, **or** the total cost of the materials is less than $2,000, the request goes to the building administration for approval.~~

~~3.~~2. The individual or group presents the suggested material, with a rationale for inclusion of the material, to the District Curriculum Advisory Committee (DCAC) at a regularly scheduled committee meeting. The committee reviews the material and either recommends that it continue in the approval process (if it meets a need, replaces or supplements an older, outdated resource) or that it is eliminated from the process. ~~-~~The District Curriculum Advisory Committee presents their recommendations to the Department of Teaching and Learning.

3. Materials recommended by DCAC are reviewed and analyzed by the Department of Teaching and Learning under the ~~Direction~~ direction of the Assistant Superintendent and Executive Director of Special ~~Services~~Programs. If the materials do ***not*** represent a full curriculum selection, the Department of Teaching and Learning makes final approval. Decisions are then communicated in writing to the individual or group presenting the materials for approval.

~~4.~~ During

~~If the request represents a full curriculum selection, during~~ a regularly scheduled ~~adoption~~ selection cycle, the Department of Teaching and Learning:

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1. Forms a committee of representative teachers, administrators, and other staff. ~~intentionally seeks representative teachers', administrators' and staff input and feedback during this step.~~ The representative committee ~~determines~~ selects materials to review and evaluates the quality of the ~~suggested~~ materials, their alignment to Minnesota State Academic Standards, and alignment to the ~~district~~ District Strategic Plan.

~~5.~~ 2. Intentionally seeks parent/guardian input and feedback on the materials.

~~6. Full curriculum selection of~~Curriculum materials are vetted through DCAC and the Department of Teaching and Learning ~~are made available to principals and/or instructional leadership teams for their review~~. Principals make recommendations for pilot classrooms of selected materials, if applicable.

~~7.~~ Results of pilot studies are presented to the District Curriculum Advisory Committee and Department of Teaching and Learning during pre-determined times, not to exceed two times per year, which are set by the committee and communicated to staff by the DCAC chair. Materials deemed appropriate for full scale implementation are then recommended to the ~~Board~~ board of ~~Education~~ education for Richfield Public Schools.

~~8.~~ During a regularly scheduled ~~School~~ school ~~Board~~ board meeting, a representative of the Department of Teaching and Learning will share information on the recommended materials.

~~9.~~ Following communication to the ~~Board~~ board of ~~Education~~education, materials are ordered by the ~~district~~District, and are distributed to teachers for use with students. Ongoing professional development is provided and supported by the Department of Teaching and Learning. Principals monitor implementation of recommended material.

~~RATIFIED BY THE BOARD OF EDUCATION~~Dated: November 2, 1998

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

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Adopted: _____ *MSBA/MASA Model Policy 603*
Orig. 1995
Revised: _____ *Rev. 2024*

603 CURRICULUM DEVELOPMENT

[NOTE: Minnesota Statutes, section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 618-620 provide procedures to further implement the requirements of Minnesota Statutes, section 120B.11.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. RESPONSIBILITY

The superintendent shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long-range curriculum development program. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.

IV. DISTRICT ADVISORY COMMITTEE

A. The school board must establish an advisory committee to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

B. The District Advisory Committee, to the extent possible, must reflect the diversity of the district and its school sites, include teachers, parents, support staff, students, and other community residents, and provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents must comprise at least two-thirds of committee members.

C. The District Advisory Committee must pursue community support to accelerate the academic and native literacy and achievement of English learners with varied needs, from young children to adults, consistent with Minnesota Statutes, section 124D.59, subdivisions 2 and 2a.

D. The school district may establish site teams as subcommittees of the District Advisory Committee.

E. The District Advisory Committee must recommend to the school board

1. rigorous academic standards, student achievement goals and measures consistent with Minnesota Statutes, sections 120B.11, subdivision 1a; 120B.022, subdivisions 1a and 1b; and 120B.35;

2. district assessments;

3. means to improve students' equitable access to effective and more diverse teachers;

4. strategies to ensure the curriculum is rigorous, accurate, antiracist, culturally sustaining, and reflects the diversity of the student population;

5. strategies to ensure that curriculum and learning and work environments validate, affirm, embrace, and integrate the cultural and community strengths of all racial and ethnic groups; and

6. program evaluations.

F. School sites may expand upon district evaluations of instruction, curriculum, assessments, or programs.

V. SCHOOL SITE TEAM

Each school must establish a site team to develop and implement strategies and education effectiveness practices to improve instruction, curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. The site team must include an equal number of teachers and administrators and at least one parent. The site team advises the board and the advisory committee about developing the annual budget and creates an instruction and curriculum improvement plan to align curriculum, assessment of student progress, and growth in meeting state and district academic standards and instruction.

VI. CURRICULUM DEVELOPMENT PROCESS

[Note: In light of changes in Minnesota law regarding curriculum, MSBA encourages school districts to consider deleting Article VI, Section A or revising it to reflect local curriculum development processes. Literacy planning is now addressed in new model policy 621: Literacy and the READ Act.]

A. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of Minnesota Statutes, section 120A.20, subdivision 1(c). A student's plan under this section shall continue while the student is enrolled.

B. The superintendent shall be responsible for keeping the school board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for school board review and approval.

C. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

Legal References: Minn. Stat. § 120A.20 (Admission to Public School)
Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 124D.59 (Definitions)
Minn. Rules Part 3500.0550 (Inclusive Educational Program)
Minn. Rules Part 3501.0660 (Academic Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

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

OLD BUSINESS – FOR REVIEW **Agenda Item V.C.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, April 21, 2025

Subject: Resident and Nonresident Student Enrollment

(Recommended by the superintendent)

A second read of Policy 502: Resident and Nonresident Student Enrollment and Administrative Guideline 502.1, along with the attached appendix and forms. The policy describes the different requirements and processes for students to enroll in Richfield Public Schools. The administrative guideline details the information that parents/guardians are asked to provide upon enrollment.

The policy, guideline, and forms have been reviewed by the Marketing & Communications Department, and suggested changes are included.

Attachments:
Policy 502: Resident and Nonresident Student Enrollment - redlined
Administrative Guideline 502.1: New Student Registration Requirements – redlined
Form 502.2: Delegation of Parental Authority
Form 502.3: Student Enrollment Forms & Open Enrollment Form – replaced
MSBA Model Policy 509: Enrollment of Nonresident Students

RICHFIELD PUBLIC SCHOOLS

RESIDENT AND NONRESIDENT STUDENT ENROLLMENT

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. RESIDENT STUDENT ENROLLMENT

A. Admission of Resident Students - Pursuant to Minn. Stat. § 120A.20, Subd.1, admission to ~~the~~ Richfield Public Schools is free to any student residing within the ~~school d~~District who is under 21 years of age, or under 22 years of age for special education students enrolling in the transition program, and meets either the minimum age requirements outlined in Board Policy 501 or the early entrance requirements outlined in Administrative Guidelines 501.2.

B. Education and Residence of Homeless Students - Notwithstanding Section III.A. above, admission shall not be denied to a ~~school aged~~school-aged student who is homeless, highly ~~-~~mobile and/or experiencing housing instability solely because the ~~district~~ District cannot determine that the student is a resident of the ~~school d~~District. Pursuant to Minn. Stat. § 120A.20, Subd.2b, the school district of residence for a ~~school aged~~school-aged student who is homeless, highly ~~-~~mobile and/or experiencing housing instability shall be the school district in which the parent or legal guardian resides, unless: (1) parental rights have been terminated by court order; (2) the parent or guardian is not living within the state; or (3) the parent or guardian having legal custody of the child is an inmate of a Minnesota correctional facility or is a resident of a halfway house under the supervision of the commissioner of corrections. If any of clauses (1) to (3) apply, the school district of residence shall be the school district in which the pupil resided when the qualifying event occurred. If no other district of residence can be established, the school district of residence shall be the school

district in which the pupil currently resides. If there is a dispute between school districts regarding residency, the district of residence is the district designated by the commissioner of education.

C. Registration Requirements, Including Determination of Residency

1. ~~1.~~ Administrative Guideline~~s~~ 502.1 provides the registration requirements for~~a sample listing of~~ new student ~~registration requirements~~s, including a notice outlining a variety of ways to establish residency status.

2. Students who do not live with a parent but live with another adult whose residence is within the RPS attendance boundaries must present a signed, notarized statement that the parent has transferred parental authority to a Richfield resident and a signed statement from the Richfield resident accepting the delegation of parental authority.

2. Administrative Guideline~~s~~ 502.2 is a sample form that may be used by a non-resident parent to assign parental authority and power of attorney for a school-aged child to a resident of the ~~school d~~District. The form affirms that the child is residing in the ~~district~~ District for the purpose of receiving care and support, and not for the primary purpose of attending school in the ~~district~~District.~~.~~ Upon submission of the form, the child may be enrolled as a resident of the ~~district~~District.

IV. NONRESIDENT STUDENT ENROLLMENT UNDER THE ENROLLMENT OPTIONS PROGRAM

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

B. Eligibility - Applications for enrollment under the Enrollment Options (Open Enrollment) ~~Law~~ Program will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services~~,~~; class~~,~~; grade level~~,~~; or school building, as established by school board resolution in accordance with standards outlined in Section C.1. below.

C. Standards

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

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

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

c. The applicant is not otherwise excluded by action of the ~~school d~~District because of previous conduct in another school district.

2. If the District limits enrollment of nonresident students pursuant to this section, the District shall report to the Commissioner of the Minnesota Department of Education (MDE) by July 15 on the number of nonresident pupils denied admission due to the limitations on the enrollment of nonresident pupils.

3. The parent/guardian of a student with a disability not yet enrolled in kindergarten and not open enrolled in a nonresident district may elect, in the same manner as the parent/guardian of a resident student with a disability, a school in the nonresident district where the child is enrolled in a Head Start program or a licensed child care setting in the nonresident district, provided the child can be served in the same setting as other children in the nonresident district with the same level of disability.

Under this paragraph, parents must demonstrate enrollment in a community preschool or childcare setting.

4. A nonresident preschool-aged child with a disability open enrolled in the District may be required to open enroll for kindergarten.

~~2.~~5. Standards that may be used for rejection of application. In addition to the provision of II.A. Pursuant to Minn. Stat. § 124D.03 subd. 1(b), the ~~school d~~District may refuse to allow a pupil who is expelled under Minn.2. Stat. § 121A.45 to enroll during the term of the expulsion if the student was expelled for:

a. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one half inches in length, at school or a school function as defined by United Stated Code, title 18, section 930, paragraph (g)(2)~~, at school or a school function~~;

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

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c. selling or soliciting the sale of a controlled substance while at school or a school function; or
d. committing a ~~third degree~~third-degree assault as described in Minn. Stat. §609.223, subd.1.

~~3.~~6. Standards that may not be used for rejection of application. The ~~school d~~District may not use the following standards in determining whether to accept or reject an application for open enrollment:

a. previous academic achievement of a student;
b. athletic or extracurricular ability of a student;
c. disabling conditions of a student;
d. a student's proficiency in the English language;
e. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or
f. previous disciplinary proceedings involving the student that do not involve exclusion, expulsion or discipline involving a recommendation toward expulsion/exclusion. This shall not preclude the school district from proceeding with exclusion as set out in Section IV.C. of this policy.

7. The District shall notify the parent/guardian in writing by February 15 or within ninety (90) days for applications submitted after January 15 in the case of achievement and integration district transfers whether the application has been accepted or rejected. If an application is rejected, the District must state in the notification the reason for rejection. The parent/guardian must notify the nonresident district by March 1 or within ten (10) business days whether the pupil intends to enroll in the nonresident district.

D. Application - The student and parent ~~or/~~ guardian must complete and submit the MDE ~~Application for~~General Statewide Enrollment Options Application, which is located here: https://education.mn.gov/MDE/fam/open/.; ~~the~~ The application documents are either:

- General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education or
- Statewide Enrollment Options Application for State-funded Voluntary Pre-Kindergarten (VPK) or School Readiness Plus (SRP) Application

Students applying to open enroll at Richfield High School or the Richfield College Experience Program must meet with the principal/director along with their parent/guardian (if the student is under the age of eighteen) before making an appointment to register for classes. Completed open enrollment applications will be sent to the office of the superintendent for final approval.

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E. K-12 Lotteries

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

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

The process for the ~~school d~~District lottery must be established by school board policy and posted on the ~~school d~~District~~'s~~ website.

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

F. Exclusion

1. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has or could subject the applicant to expulsion or exclusion under law or ~~school d~~District policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.

2. Superintendent's review. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, ~~he or she~~they will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application

process. Although an application may not be rejected based on previous disciplinary proceedings except as noted in C. 2 above, the ~~school d~~District reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

G. Termination of Enrollment

1. The ~~school d~~District may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minn. Stat. § 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minn. Stat. § 260C.007 Subd. 19, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 16 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school or high school, or a child who is 16 or 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under Minn. Stat. § 120A.22, Subd. 8.

2. The ~~school d~~District may also terminate the enrollment of a nonresident student over 16 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minn. Stat. § 120A.22, Subd. 8.

V. OTHER ENROLLMENT OF NONRESIDENT STUDENTS

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

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

designee will make the final determination as to the residency status of the student.

C. Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

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

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

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

VI. ENROLLMENT IN SCHOOLS AND PROGRAMS OPERATED BY CONSORTIA

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

Legal References:

Minn. Stat. § 120A.22, Subd. 3(e) and Subd. 8 (Compulsory Instruction)
Minn. Stat. § 121A.40 to 121A.56 (The Pupil Fair Dismissal Act of 1974)
Minn. Stat. §124D.03, ~~Subds. 3, 4, 6 and 7~~ (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions

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Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
~~Minn. Stat. § 124D.68 (High School~~ Graduation Incentives Program)
~~Minn. Stat. § 121A.40 to 121A.56 (The Pupil Fair Dismissal Act of 1974)~~
Minn. Stat. § 125A.13 (School of Parents' Choice)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. §260C.007, Subd. 19 (~~Habitual Truant~~Definitions)
Op. Minn. Atty. Gen. No. 169-f (August 13, 1986)
~~Minn. Stat. § 124D.08 (Agreements between School Boards; Enrollment Exceptions~~
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)
18 U.S.C. 930, para. (g)(2) (Definition of weapon)

Cross References:
Board Policy 501: ~~(Initial Entrance to School)~~Early Entrance to Kindergarten
Board Policy 503: ~~(Foreign~~ International Students~~)~~
Board Policy 541: ~~(~~Student Behavior~~)~~
~~West Metro Education Program Joint Board Policy 509 (Student Enrollment Policies and Procedures)~~

~~ADOPTED~~RATIFIED BY THE BOARD OF EDUCATION: August 17, 1987

REVIEWED AND REAFFIRMED BY THE BOARD OF EDUCATION: March 4, 2013

REVISED BY THE BOARD OF EDUCATION: April 1, 1996~~,~~; June 15, 1998~~,~~; September 18, 2000~~,~~; March 6, 2006~~,~~; May 1, 2006; February 19, 2008~~,~~; June 15, 2020

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RICHFIELD PUBLIC SCHOOLS

~~**SAMPLE**~~
NEW STUDENT ~~REGISTRATION~~ ENROLLMENT REQUIREMENTS

NOTICE TO PARENTS/GUARDIANS OF INCOMING STUDENTS

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

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

Proof of Residency

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

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

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

Non-Resident Attendance Agreement

Parents/guardians who are not residents of the Richfield School District but would like their child to attend Richfield Public Schools on a tuition-free basis must complete and

submit the Minnesota Department of Education General Statewide Enrollment Options Application.

Preschool

To begin the enrollment process into preschool programs, parents/guardians must complete the Richfield Early Learning Programs Application available on the RPS website: richfieldschools.org/families/preschool

Kindergarten

To begin the enrollment process into Kindergarten, parents/guardians must complete the K-12 Interest Form located on the RPS website: richfieldschools.org/enroll. Once complete, they will receive the rest of the enrollment paperwork and details on the next steps in the enrollment process. Enrollment can be completed online or via paper enrollment packets.

Some of the required paperwork includes:

- Student Enrollment Form
- Student Immunization Form
- Minnesota Language Survey
- Minnesota Ethnic and Racial Demographics Form
- Health Emergency Form
- Birth Certificate (or other reliable proof of student identity and age)
- Early Childhood Screening Results
- Residency Verification (in-district students) or the General Statewide Enrollment Options Application (for non-district families seeking to open enroll their child in Richfield Public Schools)
- Transcripts from previously attended schools (transfer students only)

K-12 Transfer Students

If the student has previously attended school in another school district, in addition to the items listed above, records from their prior school(s) must be provided. This may include any/all of the following, depending on their grade level:

- Standardized test scores
- Transcript from all previous schools, including credits and grades earned in previous courses. (If a transcript is not available, parents/guardians may bring all of their high school report cards.)
- IEP and information on special education services the student received or for which they may qualify.
- Students enrolling in grades 9-12 need to provide dates of immunizations before registering for classes. The minimum requirement is MMR (2), DPT (3) or Td (3) - one of which must have been given since the age of 11 years unless the student received a Td booster after the age of 7. If the student has received

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the Td booster between the ages of 7 and 11, they are then required to have another booster 10 years later. Each student must also have a record of at least 3 polio immunizations.

- Student Withdrawal Form: If the student is enrolling at Richfield High School at any time other than the beginning of the school year, documentation of courses in progress at their previous school and grades in these courses at the time of withdrawal must be provided.

High School Transfer Students Registration for Classes

Registration for classes at Richfield High School is by appointment only. In order to register students for appropriate classes, the RHS student support office requires records from the previous school. Parents/guardians can either bring the records listed above to the appointment or the records can be requested from the previous school on their behalf. The step of requesting and receiving records from the previous school must be completed before registration can occur.

Registration at the Richfield College Experience Program also requires records from the previous school. In addition, the student and parent/guardian, or the student who is a legal adult, must meet with school administration before applying for enrollment.

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

~~**NEW STUDENT REGISTRATION REQUIREMENTS**~~

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

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

~~1. **COPY OF BIRTH CERTIFICATE OR OTHER RELIABLE PROOF OF THE STUDENT'S IDENTITY AND AGE.**~~

~~2. **MINNESOTA BASIC STANDARDS TEST SCORES (GRADE 8 IN 2004-05 OR EARLIER) OR MCA II/GRAD (GRADE 8 IN 2005-06 AND AFTER) IN READING, MATH AND WRITING.**~~

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3. **TRANSCRIPT FROM ALL PREVIOUS SCHOOLS,** including credits and grades earned in previous courses and standardized test scores. (If a transcript is not available, bring all of your high school report cards.)

4. **IEP AND INFORMATION OF SPECIAL EDUCATION SERVICES YOU HAVE RECEIVED OR FOR WHICH YOU MAY QUALIFY.**

5. **HEALTH RECORD –** Students enrolling in grades 9-12 need to provide dates of immunizations before registering for classes. The minimum requirement is MMR (2), DPT (3) or Td (3) - one of which must have been given since the age of 11 years unless the student received a Td booster after the age of 7. If the student has received the Td booster between the ages 7 and 11, he/she is then required to have another booster 10 years later. Each student must also have a record of at least 3 polio immunizations.

6. **STUDENT WITHDRAWAL FORM** – If you are enrolling at Richfield High School at any time other than the beginning of the school year, we need courses in progress at your previous school and grades in these courses at the time of withdrawal.

7. **RESIDENCY VERIFICATION –** All new residents enrolling students are asked to verify residency within the Richfield School District.

8. **INTERDISTRICT TRANSFER OR OPEN ENROLLMENT** – If you are living in another school district and wish to enroll at Richfield, you must apply for permission to attend Richfield High School through your resident district. Verification of approval will be sent to the office of the Richfield superintendent. After obtaining permission, you must make an appointment with the Richfield High School principal for final approval prior to making your appointment for registration at Richfield High School. At the time of the appointment you must have a parent or guardian with you and bring all the above information.

9. **VERIFICATION OF ASSIGNED GUARDIAN** – If you do not live with your parents but live with another adult or adults whose residence is within the Richfield attendance boundaries, your parents must present a signed, notarized statement that they have transferred parental authority to the Richfield resident(s), and the Richfield resident(s) must present a signed statement accepting the delegation of parental authority. A sample Power of Attorney / Delegation of Parental Authority Form is provided for this purpose.

Dated: August 17, 1987
Reviewed: March 4, 2013
Revised: April 1, 1996, June 15, 1998, September 18, 2000, March 6, 2006, June 15, 2020

RICHFIELD PUBLIC SCHOOLS
ADMINISTRATIVE GUIDELINES

POWER OF ATTORNEY
DELEGATION OF PARENTAL AUTHORITY

KNOW ALL PERSONS BY THESE PRESENT THAT:

_____ _____ _____
(Parent First Name) (Middle) (Last)

of the County of _____, State of _____, does by these present hereby make, constitute and appoint:

_____ _____ _____
(Guardian/Foster First Name) (Middle) (Last)

of the County of _____, State of _____, to be my true and lawful Attorney in Fact to act in my place with respect to the exercise of parental authority regarding the case, custody and property of my child

_____ _____ _____
(Child First Name) (Middle) (Last)

for a period of 6 (six) months following the date of my signature, pursuant to MN Stat 524.5-505.

This Power of Attorney in Fact hereby constitutes my delegation to: _____,
(Guardian/Foster Name)

of my parental authority regarding the care, custody, and property of: _____,
(Child)

my minor child, born _____, including, but not limited to the authority to:
(Birthdate of Child)

1. authorize medical treatment for my child;

2. enroll and service my child in school; and

3. provide a home, care, and supervision of my child at the home of _____.
(Guardian/Foster Name)

This Power of Attorney in Fact does not authorize _____ to consent to the marriage,
(Guardian/Foster Name)

adoption, or enrollment in the armed forces of my child, placement in a foster or group home, residential treatment center or special education.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 20_____.

_____
(Parent Signature)

Subscribed and sworn to before me this

_____ day of _____, 20___

_____
(Notary Public Signature)

Notary Seal

I hereby accept the foregoing Delegation of Parental Authority over _____
(Child)

_____ _____
(Date) (Guardian/Foster Signature)

Dated: August 17, 1987
Reviewed: March 6, 2006, March 4, 2013
Revised: September 18, 2000

RICHFIELD PUBLIC SCHOOLS

STUDENT ENROLLMENT FORM

School _____

Student's legal name _____ _____ _____ _____
(Last name) (First name) (Middle name) (Enrolling grade)

Birthdate _____/_____/_____ **Sex at Birth** ☐Male ☐Female **Gender identity** (optional) _____
Month Day Year

Address_____
(Number and street name) (Apt. no.) (City) (State) (Zip)

It is required by the State of Minnesota that we ask this question. The responses help determine funding and resources for English Language Learners in our schools. We do not require documentation or share individual responses to this question.

Place of birth _____ **If other than USA, what month/year did the student move to the USA?** _____

Home language _____ **Active duty parent?** ☐Yes ☐No **Is the student homeless?** ☐Yes ☐No

Previous Richfield student? ☐Yes ☐No **Has the student ever attended school in Minnesota?** ☐Yes ☐No

Last school attended_____
(Name of school) (City) (State) (Zip)

Has the student been identified for any of the following services?

☐ 504 Plan ☐ English Language Learner ☐ Gifted and Talented ☐ Title I

☐ Special Education - Current IEP/IFSP? ☐Yes ☐No If yes, please check the following:

☐ Emotional/Behavior (EBD) ☐ Specific Learning Disability (SLD)

☐ Autism Spectrum Disorders (ASD) ☐ Other _____

For kindergarten only:

Has your child completed early childhood screening? ☐Yes ☐No

If yes, where? _____

Attended a pre-k program? ☐Yes ☐No

If yes, where? _____

Parent/guardian (1) _____
(Last name) (First name) (Middle initial.)

Birthdate _____ Relation to student _____ Legal guardian? ☐Yes ☐No Email _____

Address (if different from above)_____ Student resides with you? ☐Yes ☐No

Home phone (____)_____ Cell phone (____)_____ Work phone (____)_____ Employer _____

Parent/guardian (2) _____
(Last name) (First name) (Middle initial)

Birthdate _____ Relation to student _____ Legal guardian? ☐Yes ☐No Email _____

Address (if different from above)_____ Student resides with you? ☐Yes ☐No

Home phone (____)_____ Cell phone (____)_____ Work phone (____)_____ Employer _____

Please list other children living at this address other than those above (please use legal names)

Last name	First	MI.	Birthdate Mo/Day/Yr	Relation to the parent/guardian listed	School (if applicable)	Grade

Minnesota statutes and rules require the school district to keep accurate records and updated personal records for students. The information will become a part of the student's permanent cumulative record and will be available to appropriate staff members of District 280. Certain information, known as "directory information", such as student's name, name of school attended, grade level, parent(s) name, address and telephone number is available to the public and military recruiters unless the district receives a written request from a parent to withhold this information. The Richfield Public Schools policy on Protection of Privacy of Pupil Records is available at www.richfieldschools.org.

I CERTIFY THE ABOVE INFORMATION IS CORRECT.

Parent/guardian signature _____ **Date** _____

OFFICE USE ONLY:

Student ID number: **Start date:** **School number:** **Last locn code:**

Minnesota Language Survey

Minnesota is home to speakers of more than 100 different languages. The ability to speak and understand multiple languages is valued. The information you provide will be used by the school district to see if your student is multilingual. In Minnesota, students who are multilingual may qualify for a Multilingual Seal upon further assessment. Additionally, the information you provide will determine if your student should take an English proficiency test. Based upon the results of the test, your student may be entitled to English language development instruction. **Access to instruction is required by federal and state law. As a parent or guardian, you have the right to decline English Learner instruction at any time.** Every enrolling student must be provided with the Minnesota Language Survey during enrollment. Information requested on this form is important to us to be able to serve your student. Your assistance in completing the Minnesota Language Survey is greatly appreciated.

Student Information	
Student's Full Name: (Last, First, Middle)	Birthdate AND Student ID:

	Check the phrase that best describes your student:	**Indicate the language(s) other than English in space provided:**
1. My student first learned:	☐ language(s) other than English. ☐ English and language(s) other than English. ☐ only English.	
2. My student speaks:	☐ language(s) other than English. ☐ English and language(s) other than English. ☐ only English.	
3. My student understands:	☐ language(s) other than English. ☐ English and language(s) other than English. ☐ only English.	
4. My student has consistent interaction in:	☐ language(s) other than English. ☐ English and language(s) other than English. ☐ only English.	

Language use alone does not identify your student as an English learner. If a language other than English is indicated, your student will be screened for English language proficiency.

Parent/ Guardian Information	
Parent/Guardian Name (printed):	
Parent/Guardian Signature:	Date:

* All data on this form is private. It will only be shared with district staff who need the information to best serve your student and for legally required reporting about home language and service eligibility to the Minnesota Department of Education. At the district and at the Minnesota Department of Education, this information will not be shared with other individuals or entities, except if they are authorized by state or federal law to access the information. Compliance with this request for information is voluntary.

DEPARTMENT OF EDUCATION

Reset form

Ethnic and Racial Demographic Designation Form

Student's First Name: _____ Middle Name/Initial: _____ Last Name: _____

Date of Birth: _____ District: _____ School: _____

Schools are required to report ethnicity and race to the state and to the U.S. Department of Education. Because of recent changes to Minnesota state law, Minnesota disaggregates each category into detailed groups to further represent our student populations. Parents or guardians are not required to answer the federal questions **(in bold)** for their children. If you choose not to answer the federal questions **(in bold)**, federal law requires schools to choose for you. This is a last resort—we prefer if parents or guardians complete the form. State questions are labeled as "Optional" and schools will not fill in this information for you.

This information helps improve teaching and learning for everyone and helps us accurately identify and advocate for students currently underserved. The information this form collects is considered private information. You can review the privacy notice to learn more about the purpose of collecting this information, how it will be used and not used, and how the detailed groups were identified. The privacy notice can be found in our *Frequently Asked Questions: Ethnic and Racial Designation Form.*

Is the student Hispanic/Latino as defined by the federal government? The federal definition includes persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.[1]

[You must select "yes" or "no" to this question.]

◯ **Yes** *[If yes, go to Question A.]* ◯ **No** *[If no, go to Question 1.]*

Optional Question A: If yes was chosen above, select all that apply from the list below (*this question will not be answered by school staff*):

☐ Decline to indicate	☐ Guatemalan	☐ Salvadoran	☐ Other Hispanic/Latino
☐ Colombian	☐ Mexican	☐ Spaniard/Spanish/ Spanish-American	☐ Unknown
☐ Ecuadorian	☐ Puerto Rican		

Go to Question 1.

[Select "yes" to at least one of the Questions (1-6) below.]

Question 1: Does the student identify as American Indian or Alaska Native as defined by the state of Minnesota? The state of Minnesota definition includes persons having origins in any of the original peoples of North America who maintain cultural identification through tribal affiliation or community recognition. [This question is needed to calculate state aid/funding.]

◯ **Yes** *[If yes, go to Question 1a.]* ◯ **No** *[If no, go to Question 2.]*

Optional Question 1a: If yes was chosen above, select all that apply from the list below (*this question will not be answered by school staff*):

☐ Decline to indicate	☐ Cherokee	☐ Other North American Indian Tribal Affiliation
☐ Anishinaabe/Ojibwe	☐ Dakota/Lakota	☐ Unknown

Go to Question 2.

[1]Federal Register, Vol. 72, No. 202/Friday, October 19, 2007/Notices/59274

Question 2. Is the student American Indian from South or Central America?

◯ **Yes** *[Go to Question 3.]* ◯ **No** *[Go to Question 3.]*

Question 3. Is the student Asian as defined by the federal government? The federal definition includes persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.[1]

◯ **Yes** *[If yes, go to Question 3a.]* ◯ **No** *[If no, go to Question 4.]*

Optional Question 3a. If yes was chosen above, select all that apply from the list below (*this question will not be answered by school staff*):

- ☐ Decline to indicate
- ☐ Asian Indian
- ☐ Burmese
- ☐ Chinese
- ☐ Filipino
- ☐ Hmong
- ☐ Karen
- ☐ Korean
- ☐ Vietnamese
- ☐ Other Asian
- ☐ Unknown

Go to Question 4.

Question 4. Is the student black or African American as defined by the federal government? The federal definition includes persons having origins in any of the black racial groups of Africa.[1]

◯ **Yes** *[If yes, go to Question 4a.]* ◯ **No** *[If no, go to Question 5.]*

Optional Question 4a**.** If yes was chosen above, select all that apply from the list below (*this question will not be answered by school staff*):

- ☐ Decline to indicate
- ☐ African-American
- ☐ Ethiopian-Oromo
- ☐ Ethiopian-Other
- ☐ Liberian
- ☐ Nigerian
- ☐ Somali
- ☐ Other black
- ☐ Unknown

Go to Question 5.

Question 5. Is the student Native Hawaiian or Other Pacific Islander as defined by the federal government? The federal definition includes persons having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.[1]

◯ **Yes** *[Go to Question 6.]* ◯ **No** *[Go to Question 6.]*

Question 6. Is the student white as defined by the federal government? The federal definition includes persons having origins in any of the original peoples of Europe, the Middle East, or North Africa.[1]

◯ **Yes** ◯ **No**

Parent(s)/Guardian Name _____ Date _____

Parent(s)/Guardian Signature _____

Print/Save

RICHFIELD PUBLIC SCHOOLS

Health/Emergency Information

Student Name _____ Birthdate _____/_____/_____
(Last, First, Middle)

My child has health concerns: ◯ **No** ◯ **Yes (If yes please specify below)**

My child takes medication: ◯ **No** ◯ **Yes (If yes please specify below)**

(Proceed to back side if no further information-sharing needed.)

□ Allergies - Specify type(s)_____ _____	□ ADHD - Type ____Inattentive ____Hyperactive ____Combined	□ Epilepsy/Seizures - Type _____ _____
□ Asthma - Type/Triggers _____	□ Ear/Hearing Concern _____ ____hearing aid(s)/device	□ Eye/Vision Concern_____ ____corrective lenses
□ Diabetes ___Type 1 ___Type 2	□ Food allergy - Specify _____	□ Food intolerance - Specify _____

___ My child has a current Anaphylaxis Action Plan. ___ It is attached.
___ My child has a current Asthma action Plan ____ It is attached.
___ My child has a current Diabetes Medical Management Plan. ____ It is attached.
___ My child has a current Seizure Action Plan. ____ It is attached.

Additional comments on any health concerns indicated above or not listed above:
_____
_____
_____

___ My child has long term activity restrictions. ____ A health care provider note is attached.

Procedure
___ My child will need the following procedure(s) done during the school day.
_____

A Health Care Procedure Consent form is required for each procedure not indicated in the action plans listed above. A Health Care Procedure Consent form is available on the RPS Website: Families>Family Resources>Health Services.

Medication
___My child takes the following medication(s) during the school day - medication(s)/reason(s):_____
_____
___My child takes the following medication(s) at home - (medication(s)/reason(s):_____
_____

A Medication Administration Consent form will be needed for each medication. The form is available on the RPS Website under Families>Family Resources>Health Services. (A licensed prescriber may send medication consent in lieu of this form, as long as all the required information is included. Parent/guardian authorization is also required.)

_____My child has authorization from a licensed prescriber to self-carry and self-administer, if able, the following medication(s):_____

A Medication Administration Consent form will be needed for each medication.

Complete back side.

____My child is in **high schoo**l and has my permission to self-carry/administer the following non-prescription pain reliever(s) in a manner consistent with the product label._____

Note: ***The District may revoke a student's privilege to possess and use nonprescription pain relievers if the district determines that the student is abusing the privilege. My child understands the use, intended action, and potential side effects of the medication(s). Parent/guardian signature serves as consent.***

☐ My child has had one or more immunizations in the past year. **(List or attach.)**_____

☐ My child had this illness, injury, surgery, hospitalization in the past year:_____

In the event of illness or injury in which it is deemed a student is unable to continue the day in school, a parent/guardian/designated emergency person will be contacted. Students will not be sent home on their own without parent/guardian permission. If first responders' assistance is needed and it is determined that a student requires transport to a medical facility without delay, parent(s)/guardian(s) will be notified.

I understand that this information will be shared on a need-to-know/right-to-know basis with school personnel to protect the health and safety of my child.

If your child is diagnosed with a physical and/or mental health condition, your child may be eligible for a Section 504 Plan containing accommodations, modifications, or services. If you would like to meet or have a phone conference to discuss a potential 504 Plan for your child, contact your child's school.

Parent/Guardian Signature_____ Date_____

Parent/Guardian Name:_____ Relationship to student_____

Phone 1_____Phone 2_____Phone 3_____
Cell Home Work (Circle one) Cell Home Work (Circle one) Cell Home Work (Circle one)

E-mail_____

Parent/Guardian Name: _____ Relationship to student_____

Phone 1_____ Phone 2_____Phone 3_____
Cell Home Work (Circle one) Cell Home Work (Circle one) Cell Home Work (Circle one)

E-mail_____

Emergency Contact Name 1:_____Relationship to student_____

Phone 1_____ Phone 2_____Phone 3_____
Cell Home Work (Circle one) Cell Home Work (Circle one) Cell Home Work (Circle one)

Emergency Contact Name 2:_____Relationship to student_____

Phone 1_____ Phone 2_____Phone 3_____
Cell Home Work (Circle one) Cell Home Work (Circle one) Cell Home Work (Circle one)

Complete back side.

Enter the dates for each vaccine your child has received to date. Specify the month, day, and year of each dose such as 01/01/2010.

Immunization Form

Name_____ Birthdate_____

Immunizations required for child care, early childhood programs, and school.

Vaccine	Birth to 6 months			12 -24 months		At Kindergarten	At 7th grade	At 12th grade
Hepatitis B								
Diphtheria, Tetanus, Pertussis (DTaP, DT, Td)								
Haemophilus influenzae type b (Hib)								
Pneumococcal (PCV)								
Polio								
Measles, Mumps, Rubella (MMR)								
Chickenpox (varicella)								
Hepatitis A								
Tetanus, Diphtheria, Pertussis (Tdap)								
Meningococcal (MCV4)								

Minnesota law requires children enrolled in child care, early childhood education, or school to be immunized against certain diseases, unless the child is medically or non-medically exempt.

Instructions for parent or guardian:

1. Fill out the dates in chronological order even if your child received a vaccine outside of the age/grade category that the box is in. Depending on the age of your child, they may not have received all vaccines; some boxes will be blank.
   - If you have a copy of your child's immunization history, you can attach a copy of it instead of completing the front of this form.
   - Your doctor or clinic can provide a copy of your child's immunization history. If you are missing or need information about your child's immunization history, talk to your doctor or call the Minnesota Immunization Information Connection (MIIC) at 651-201-3980 or 800-657-3970.
2. Sign or get the signatures needed for the back of this form.
   - Document medical and/or non-medical exemptions in section 1.
   - Verify history of chickenpox (varicella) disease in section 2.
   - Provide consent to share immunization information (optional) in section 3.

DEPARTMENT OF HEALTH
Immunization Program (2019)
www.health.state.mn.us/immunize

Instructions: Complete section 1 to document a medical or non-medical exemption, section 2 to verify history of varicella disease, and section 3 to consent to share immunization information.

Name _____

1. Document a medical and/or non-medical exemption (A and/or B).
Place an X in the box to indicate a medical or non-medical exemption. If there are exemptions to more than one vaccine, mark each vaccine with an X.

Vaccine	Medical Exemption	Non-Medical Exemption
Diphtheria, Tetanus, and Pertussis		
Polio		
Measles, Mumps, Rubella		
Haemophilus influenzae type b		
Chickenpox (varicella)		
Pneumococcal		
Hepatitis A		
Hepatitis B		
Meningococcal		

A. Medical exemption: By my signature below, I confirm that this child should not receive the vaccines marked with an X in the table for medical reasons (contraindications) or because there is laboratory confirmation that they are already immune.

Signature: _____ Date: _____
(of health care practitioner*)

B. Non-medical exemption: A child is not required to have an immunization that is against their parent or guardian's beliefs. However, choosing not to vaccinate may put the health or life of your child or others they come in contact with at risk. Unvaccinated children who are exposed to a vaccine-preventable disease may be required to stay home from child care, school, and other activities in order to protect them and others.

By my signature, I confirm that this child will not receive the vaccines marked with an X in the table because of my beliefs. I am aware that my child may be required to stay home from child care, school, and other activities if exposed.

Signature: _____ Date: _____
(of parent or guardian in presence of notary)

Non-medical exemptions must also be signed and stamped by a notary:

This document was acknowledged before me

on _____ (date)

by _____
(name of parent or guardian)

Notary Signature: _____

Notary Stamp

STATE OF MINNESOTA, COUNTY OF _____

2. History of chickenpox (varicella) disease. This child had chickenpox in the month and year _____

My signature below means that I confirm that this child does not need chickenpox vaccine because:

☐ I am a health care practitioner and this child was previously diagnosed with chickenpox or the parent provided a description that indicates this child had chickenpox in the past.

☐ I am the parent or guardian and this child had chickenpox on or before September 1, 2010.

Signature: _____ Date: _____
(of health care practitioner*, representative of a public clinic, or parent/guardian). Parent can sign if chickenpox occurred before September 2010.

*Health care practitioner is defined as a licensed physician, nurse practitioner, or physician assistant.

3. Consent to share immunization information: This school is asking for permission to share your child's immunization record with Minnesota's immunization information system. Giving your permission will:

- Provide easier access for you and your school to check immunization records, such as at school entry each year.
- Support your school in helping to protect students by knowing who may be vulnerable to disease based on their immunization record. This can be important during a disease outbreak.

Under Minnesota law, all the information you provide is private and can only be released to those authorized to receive it. Signing this section of the form is optional. If you choose not to sign, it will not affect the health or educational services your child receives.

I agree to allow my child's school to share my child's immunization documentation with Minnesota's immunization information system:

Signature: _____ Date: _____
(of parent/guardian)

General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education

The *General Statewide Enrollment Options Application for K-12 and Early Childhood Special* Education is the required application for all Minnesota school districts**.** Please use this application for inter-district K-12 open enrollment and inter-district enrollment in Early Childhood Special Education (ECSE). Please use the *Statewide Enrollment Options Application for State-funded Voluntary Pre-Kindergarten and School Readiness Plus* for voluntary pre-kindergarten or school readiness plus open enrollment.

IMPORTANT NOTE: Do not disclose other information to the non-resident district until a seat is offered in writing. At that point, the district will request information such as special needs, birth date, race, ethnicity, academic and other records.

Section 1: To be Completed by One or Both of the Student's Parents or Guardians

Student Information

Student Last Name:_____

First:_____

Full Middle:_____

Will the student be at least age 5 and under age 21 by September 1 of the enrollment year or be applying for ECSE?

☐Yes ☐No*

***If No, please read information in the Statewide Enrollment Options Instructions before proceeding.**

Student's current grade level (If applying for ECSE, write EC):_____

Grade Level Desired:_____

Student Resident District Information

Resident District Name:_____

District Number:_____

City:_____

District of Choice (non-resident school district)

District of Choice Name: _____

District Number: _____

City: _____

Identify the reason for the request to enroll in a nonresident district:

_____

Site or Program Preferences

If the non-resident school district has multiple sites/programs that serve your child's needs, you may rank sites/programs in order of preference (add more preferences if desired).

1._____

2._____

3._____

Enrollment Timeline

When are you seeking to enroll your child?

☐ Immediately

☐ Not immediately, but sometime during the current school year

☐ Next school year.

Special Situations

Please check all that apply.

☐Sibling preference: student has a sibling currently open-enrolled in this non-resident district.

☐Employee child preference: Student has parent or legal guardian who is a Minnesota resident who is an employee of the non-resident district.

☐Family move: The student's resident district changed after December 1 prior to the school year requested, waiving deadlines.
☐Student is a resident of City of Edina but the resident school district for the student's Edina home is not Edina Public Schools. Student seeks enrollment in Edina Public Schools.
☐Student is requesting a move into and/or a move out of a district that receives Achievement and Integration Revenue, waiving deadlines. You can check here if you do not know the answer to this: ☐
☐Student is currently expelled under Minnesota Statutes, section 121A.45 for a reason listed in Minnesota Statutes, section 124D.03, Subdivision 1, which allows but does not require the non-resident district to deny the application.

Parent/Legal Guardian Information

The student must live with at least one parent/guardian who lives in Minnesota.

Minnesota Parent/Guardian 1

Last Name:_____

First Name:_____

MI:_____

Home Phone:_____

Work Phone:_____

Cell Phone:_____

E-mail:_____

Street Address:_____

City:_____

State:_____

ZIP:_____

Parent/Guardian 2:

Last Name: _____

First Name: _____

MI: _____

Home Phone: _____

Work Phone: _____

Cell Phone: _____

E-mail:_____

Street Address: _____

City: _____

State: _____

ZIP: _____

Physical Signature of at Least One Parent/Guardian is Required

I hereby verify that the above information is true and correct to the best of my knowledge.

Signature of parent/legal guardian 1:_____

Date:_____

Signature of parent/legal guardian 2 (optional):_____

Date:_____

Submission Information

For priority consideration, please complete this application and send it to the Superintendent's Office in the non-resident District by **January 15** before the first fall enrollment. Please do not send this application to the Minnesota Department of Education. Use one application per student per requested district.

Applications received by the non-resident district after the January 15 deadline may qualify for exceptions to deadline or, if not, districts may voluntarily agree to allow enrollment through a voluntary *School District Non-resident Agreement for Inter-district Enrollment*.

Section 2: To be Completed by the Non-resident District

Non-resident District: Notify parents/guardians of application approval or disapproval in writing by **February 15 or no more than 90 days after receiving applications** that come later through an Achievement and Integration School Choice Program If rejected, you must let families know legal reason for denial. Reminder: ECSE open enrollment applications cannot be denied solely due to lack of capacity to provide special education services. (See Minn. Stat. § 124D.03, subd. 6).

Please expedite any requests for open enrollment into Early Childhood Special Education Services.

Families must accept or decline the offer by **March 1 or 45 days after notification that their application has been approved.** After receiving the commitment to attend, the non-resident district must notify the resident district by March 15 (or 30 days after initial receipt if form filed after January 15) of the student's intent to enroll. Districts must report all counts of rejected applications and reasons to the Minnesota Department of Education by July 15 or each year.

Date Application Received: _____

District Name: _____

District Number: _____

District Contact Name: _____

Title: _____

Phone: _____

Email Address: _____

Does the January 15 deadline apply?

☐ Yes, the deadline applies and it was met.
☐ Yes, but it was not met. **If this is the case, contact the superintendent's office in the resident district immediately regarding Section 3 of this form** to determine whether the resident district and your district will agree to a **Non-resident Agreement** to serve the student prior to open enrollment becoming available.
☐ No, one or both districts receive Achievement and Integration funding from MDE.
☐ No, family moved to resident district on December 1 or later.

☐ No, the commissioner of education and commissioner of human rights have determined the resident district's policies, procedures or practices are in violation of Title IV of the Civil Rights Act (Minn. Stat. §124D.03, subd.7).

Will the student have priority in a lottery? ☐ No ☐ Yes, based on:
☐ Sibling of currently open-enrolled student in this district.
☐ MDE-approved Achievement and Integration with specific school choice plan involving the districts.
☐ Child of Minnesota resident who is a district employee.
☐ City of Edina resident whose resident school district is not Edina Public Schools, seeking entry to the district.

Approval/Disapproval of Open Enrollment Application

☐ **APPROVED**
☐ **APPROVED BUT WITH A NON-RESIDENT AGREEMENT** for upcoming year that is mutually agreed upon by both districts. Enrollment will continue in subsequent years as open enrollment provided that a lottery is not needed for the student's grade level in the first fall enrollment or the grade level has not been closed by board action. Students will be entered into lottery if one is held. (Non-resident district: keep documentation of the agreement. Districts may document agreement using Section 3 or another format of their choosing.)

STUDENT ASSIGNMENT SITE/PROGRAM: On the basis of information provided in the above application, and with respect to district policies and procedures, the above student will be assigned to:

School Building Name: _____

Starting Date: _____

Grade Level: _____

☐ **NOT APPROVED**

The non-resident district has denied the request for open enrollment because of the following reason(s) allowed in Minnesota Statutes, section 124D.03. Reminder: ECSE open enrollment applications cannot be denied based on special education program capacity. Check all that apply:

☐The January 15 deadline applies and was not met; situations that would have waived the deadline are not present. See Statewide Enrollment Options Instructions or Minnesota Statutes, section 124D.03, subdivision 3.
☐Statutory enrollment cap has been reached for open enrollment. (Minn. Stat. § 124D.03, subd.2)
☐Grade is closed district-wide by board action. (Minn. Stat. § 124D.03, subd. 2 and subd.6)
☐District has denied the application because of specific expulsion reasons allowed in law. (Minn. Stat. § 124D.03, subd.1)

NOTIFICATION TO RESIDENT DISTRICT

Non-resident district must notify resident district or last district of attendance by March 15 or 30 days later of the pupil's intent to enroll in the non-resident district. The same procedures apply to a pupil who applies to transfer from one participating non-resident district to another participating non-resident district.

Name of Superintendent/Responsible Authority: _____

Signature: _____

Date: _____

Please Note: districts may not modify this form, add data fields or create alternative formats.

Adopted: _____ *MSBA/MASA Model Policy 509*
Orig. 1995
Revised: _____ *Rev. 2024*

509 ENROLLMENT OF NONRESIDENT STUDENTS

[NOTE: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The school district desires to participate in the Enrollment Options Program (Open Enrollment) established by Minnesota Statutes, section 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

The school board adopts specific standards for acceptance and rejection of Open Enrollment applications.

III. OPEN ENROLLMENT PROCESS

A. Open Enrollment applications will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and

2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minnesota Statutes, section 124D.03.

3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. If the school district limits enrollment of nonresident students pursuant to this section, the district shall report to the Commissioner of the Minnesota Department of Education (MDE) by July 15 on the number of nonresident pupils denied admission due to the limitations on the enrollment of nonresident pupils.

C. The parent of a student with a disability not yet enrolled in kindergarten and not open enrolled in a nonresident district may elect, in the same manner as the parent of a resident student with a disability, a school in the nonresident district where the child is enrolled in a Head Start program or a licensed child care setting in the nonresident district, provided the child can be served in the same setting as other children in the nonresident district with the same level of disability.

Under this paragraph, parents must demonstrate enrollment in a community preschool or childcare setting.

[NOTE: MDE states: "There is no standard set for how parents must demonstrate enrollment in a community preschool or childcare setting. We recommend a written policy for this process." A district may choose to insert applicable local provisions here.]

D. A nonresident preschool aged child with a disability open enrolled in the district may be required to open enroll for kindergarten.

[NOTE: MDE offers the following recommendation: "the non-resident district may elect to allow the child's enrollment status to continue without completing another application. We recommend that districts create policies around this election which must be non-discriminatory and in writing." A district may choose to insert applicable local provisions here.]

IV. BASIS FOR DECISIONS

A. Standards that may be used for rejection of application

In addition to the provisions above, the school district may refuse to allow a pupil who is expelled under Minnesota Statutes, section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
2. possessing or using an illegal drug at school or a school function;
3. selling or soliciting the sale of a controlled substance while at school or a school function; or
4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

B. Standards that may not be used for rejection of application

The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:

1. previous academic achievement of a student;
2. athletic or extracurricular ability of a student;
3. disabling conditions of a student;
4. a student's proficiency in the English language;
5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or
6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in this policy.

C. Application

The student and parent or guardian must complete and submit the "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education (or the Statewide Enrollment Options Application for State-funded Voluntary Prekindergarten (VPK) Application if applicable) developed by MDE and available on its website.

The school district may require a nonresident student enrolled in a program under Minnesota Statutes, section 125A.13, or in a preschool program, except for a program under Minnesota Statutes, section 124D.151to follow the application procedures under this subdivision to enroll in kindergarten. A district must allow a nonresident student enrolled in a program under Minnesota Statutes, section 124D.151 or to remain enrolled in the district when the student enters kindergarten without submitting annual or periodic applications, unless the district terminates the student's enrollment under subdivision 12.

The school district shall notify the parent or guardian in writing by February 15 or within ninety (90) days for applications submitted after January 15 in the case of achievement and integration district transfers whether the application has been accepted or rejected. If an application is rejected, the district must state in the notification the reason for rejection. The parent or guardian must notify the nonresident district by March 1 or within ten (10) business days whether the pupil intends to enroll in the nonresident district.

D. Lotteries

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

1. the student's resident district does not operate a school building;

2. the municipality is located partially or fully within the boundaries of at least five school districts;

3. the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and

4. no other nonresident, independent, special, or common school district operates a school building within the municipality.

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

E. Exclusion

1. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.

2. Superintendent's review. The superintendent may make further inquiries. If the

superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

F. Termination of Enrollment

The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes, section 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Statutes, chapter 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under Minnesota Statutes, section 120A.22, subdivision 8. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota Statutes, section 120A.22, subdivision 8.

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

Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

Legal References:
Minn. Stat. § 120A.22, Subd. 3(e) and Subd. 8 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. § 125A.13 (School of Parents' Choice)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. § 260C.007, Subd. 19 (Definitions)

Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)
18 U.S.C. 930, para. (g)(2) (Definition of weapon)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 517 (Student Recruiting)

NEW BUSINESS – FOR ACTION **Agenda Item VI.A.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, April 21, 2025

Subject: Permanent Sidewalk and Trail Easement, Permanent Drainage and Utility Easement and Temporary Construction Easement

(Recommended by the superintendent)

That the board approve the instrument granting permanent sidewalk and trail easement, permanent drainage and utility easement and temporary construction easement at Centennial Elementary, Richfield Dual Language School and Richfield STEM School to the City of Richfield.

Background

(Prepared by Craig Holje)

The administration and City of Richfield have been partnering on a number of grants related to Safe Routes to School that include infrastructure studies and improvements. The City has received two grants for improvements at 70th street along the Richfield Dual Language School and Richfield STEM School campus as well as 73rd Street in the area of Centennial Elementary School.

As part of this project certain permanent sidewalk, trail, drainage and utility easements are required as well as a temporary construction easement as defined in the attached document.

Attachments:
Easement Instrument

PERMANENT SIDEWALK AND TRAIL EASEMENT, PERMANENT DRAINAGE AND UTILITY EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT

THIS PERMANENT SIDEWALK AND TRAIL EASEMENT, PERMANENT DRAINAGE AND UTILITY EASEMENT, AND TEMPORARY CONSTRUCTION EASEMENT (this "**Instrument**") dated _____, 2025, is made by Independent School District No. 280, a Minnesota public school corporation (the "**Grantor**") in favor of the City of Richfield, a Minnesota municipal corporation (the "**Grantee"** or "**City**").

Recitals

A. Grantor is the fee owner of the following properties located at: 7315 Bloomington Avenue S, 7001 Elliot Avenue South, and 7020 12th Avenue South, all in Richfield Hennepin County, Minnesota (PID Nos. 35-028-24-14-0004, 35-028-24-21-0001, and 35-028-24-21-0002) legally described as:

The West 3/8 of the South 1/2 of the Southeast Quarter of the Northeast Quarter of Section 35, Township 28, Range 24 except the South 270 feet of the West 1/4 of the Southwest 1/4 of the said Southeast Quarter of the Northeast Quarter.

AND

That part of the Northeast Quarter of the Northwest Quarter of Section 35, Township 28 North, Range 24 West of the 4th Principal Meridian lying north of lying North of ZUBERT'S ELLIOT AVENUE ADDITION except the West 325.3 feet thereof.

(collectively, the "**Property**").

B. Grantor desires to grant to the City a permanent public sidewalk and trail easement ("**Permanent Sidewalk and Trail Easement**"), a permanent drainage and utility Easement

("**Permanent Drainage and Utility Easement**") (with the Permanent Sidewalk and Trail Easement, collectively, the "**Permanent Easements**") and a temporary construction easement ("**Temporary Easement**") (the Permanent Easements and the Temporary Easement may be referred to collectively as the "**Easements**") according to the terms and conditions herein.

Terms of Easements

1. Recitals. The recitals above are hereby incorporated and made part of this Instrument.

2. Grant of Easements. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City a perpetual, non-exclusive sidewalk and trail easement over, under, across, and through the portion of the Property described on Exhibit A and depicted on Exhibit D attached hereto (the "**Permanent Sidewalk and Trail Easement Area**"). Grantor grants and conveys to the City a perpetual, non-exclusive drainage and utility easement over, under, across and through that portion of the Property described on Exhibit B and depicted on Exhibit D attached hereto (the "**Permanent Drainage and Utility Easement Areas**") (collectively with the Permanent Sidewalk and Trail Easement area, the "Permanent Easement Areas"). Grantor also grants and conveys to the City a temporary construction easement over, under, and across the portion of the Property legally described on Exhibit C and depicted on Exhibit D attached hereto (the "**Temporary Easement Areas**"). The Permanent Easement Areas and the Temporary Easement Areas shall be collectively referred to as the "**Easement Areas**".

3. Scope of Permanent Sidewalk and Trail Easement. The perpetual, non-exclusive permanent easement for trail and sidewalk purposes granted herein includes the right of the City, its contractors, agents, and employees to enter upon locate, construct, reconstruct, operate, maintain, inspect, alter and repair sidewalk and trail facilities within the described Permanent Sidewalk and Trail Easement Area. As used herein, "trail and sidewalk purposes" is defined as the use of trail and sidewalk facilities by pedestrians, non-motorized bicycles, city and public safety vehicles, and electric-powered wheelchairs. The use of trail and sidewalk facilities by snowmobiles or all-terrain vehicles is not included within the scope of the Permanent Sidewalk and Trail Easement granted herein.

The Permanent Easements granted herein also include the right to cut, trim, or remove from the Permanent Easement Areas such improvements, trees, shrubs, or other vegetation and to prohibit obstructions and grading alterations as in the City's judgment unreasonably interfere with the easement or the function of facilities located therein.

4. Scope of Permanent Drainage and Utility Easement. The perpetual, non-exclusive permanent easement for drainage and utility purposes granted herein includes the right of the City, its contractors, agents, employees, and assigns to enter the Permanent Drainage and Utility Easement Areas at all reasonable times for the purpose of locating, constructing, reconstructing, installing, removing, operating, maintaining, inspecting, altering, improving, and repairing drainage, sanitary sewer, storm sewer, watermain, and other public utilities, facilities or improvements of any type that are not inconsistent with public drainage and utility use including but not limited to, the right itself, or to allow public or private utility companies, to place, maintain,

improve, repair, replace, and remove utilities and related facilities within the Permanent Drainage and Utility Easement Areas.

5. Scope of Temporary Easement. The Temporary Easement includes the rights of the City, its contractors, agents, and employees to enter the Easement Areas at all reasonable times for the purpose of constructing the improvements related to the public sidewalk and trail and drainage and utility easement subject of the Permanent Easements.

The Temporary Easement granted herein also includes the right to cut, trim, or remove from the Temporary Easement Areas such improvements, trees, shrubs, or other vegetation and to prohibit obstructions and grading alterations as in the City's judgment unreasonably interfere with the easement or the function of facilities located therein.

5. Warranty of Title. The Grantor warrants that it is the fee owner of the Property and has the right, title and capacity to convey to the City the Easements herein.

6. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Areas or Property prior to the date of this Instrument.

7. Term of Temporary Easement. Said temporary easement shall expire on August 15, 2025, without further action by either party.

8. Binding Effect. The terms and conditions of this Instrument shall run with the land and be binding on the Grantor and its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this ____ day of _____, 2025.

GRANTOR

INDEPENDENT SCHOOL DISTRICT NO. 280

By: _____
Name: Eric Carter
Its: Board Chair

By: _____
Name: Rachel Banks Kupcho
Its: Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Eric Carter and Rachel Banks Kupcho, the Board Chair and Board Clerk, respectively, of Independent School District No. 280, a Minnesota public school corporation, on behalf of the school district as Grantor.

_____
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT WAS DRAFTED BY:
Kennedy & Graven, Chartered (SCZ)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Legal Description of Permanent Sidewalk and Trail Easement Area

A permanent easement for sidewalk and trail purposes over, under, and across the following described property:

Commencing at the intersection of the south right-of-way line of 73rd Street East and the east right-of-way line of Bloomington Avenue South; thence easterly, along said south right-of-way line of 73rd Street East, a distance of 37.50 feet to the beginning of the easement to be described; thence southerly, as measured at a right angle to said south right-of-way line, a distance of 5.00 feet; thence easterly, parallel with said south right-of-way line, a distance of 289.30 feet; thence northerly, as measured at a right angle, a distance of 5.00 feet to said south right-of-way line; thence westerly, along said south right-of-way line, a distance of 289.30 feet, and said line there terminating.

EXHIBIT B

Legal Description of Permanent Drainage and Utility Easement Areas

Said permanent drainage and utility easement is described as follows:

> Commencing at the intersection of the south right-of-way line of 73rd Street East and the east right-of-way line of Bloomington Avenue South; thence easterly, along said south right-of-way line of 73rd Street East, a distance of 421.2 feet to the beginning of the easement to be described; thence southerly, as measured at a right angle to said south right-of-way line, a distance of 17.4 feet; thence easterly, as measured at a right angle, a distance of 13.0 feet, thence northerly as measured at a right angle, a distance of 17.40 feet to said south right-of-line; thence westerly along said right-of-way line, a distance of 13.0 feet, and said line there terminating.

AND

A 10.00 foot wide strip of land over, under, and across that part of the Northeast Quarter of the Northwest Quarter of Section 35, Township 28 North, Range 24 West of the 4th Principal Meridian lying north of ZUBERT'S ELLIOT AVENUE ADDITION except the West 325.3 feet thereof, the centerline of said strip of land is described as follows:

> Commencing at the North Quarter Corner of said Section 35, thence South 89 degrees 52 minutes 02 seconds West, assigned bearing, along the north line of said Northeast Quarter of the Northwest Quarter of Section 35, a distance of 671.27 feet; thence South 00 degrees 07 minutes 58 seconds East a distance of 33.00 feet to the south line of 70th Street East and the POINT OF BEGINNING; thence South 52 degrees 54 minutes 45 seconds West a distance of 29.86 feet and there terminating. The sidelines of said strip of land shall be shortened or prolonged so as to terminate on the said south line of 70th Street East.

EXHIBIT C

Legal Description of Temporary Easement Areas

A temporary construction easement over, under, and across the following described property:

> Commencing at the intersection of the south right-of-way line of 73rd Street East and the east right-of-way line of Bloomington Avenue South; thence easterly, along said south right-of-way line of 73rd Street East, a distance of 35.00 feet to the beginning of the easement to be described; thence southerly, as measured at a right angle to said south right-of-way line, a distance of 10.00 feet; thence easterly, parallel with said south right-of-way line, a distance of 216.90 feet; thence southerly, as measured at a right angle, a distance of 9.10 feet; thence easterly, parallel with said south right-of-way line, a distance of 24.90 feet; thence northerly, as measured at a right angle, a distance of 5.50 feet; thence easterly, parallel with said south right-of-way line, a distance of 132.90 feet; thence northerly, as measured at a right angle, a distance of 13.60 feet to said south right-of-way line; thence westerly, along said south right-of-way line, a distance of 80.40 feet; thence southerly, as measured at a right angle, a distance of 5.00 feet; thence westerly, parallel with said south right-of-way line, a distance of 289.30 feet; thence northerly, as measured at a right angle, a distance of 5.00 feet; thence westerly, along said south right-of-way line, a distance of 5.00 feet, and said line there terminating.

AND

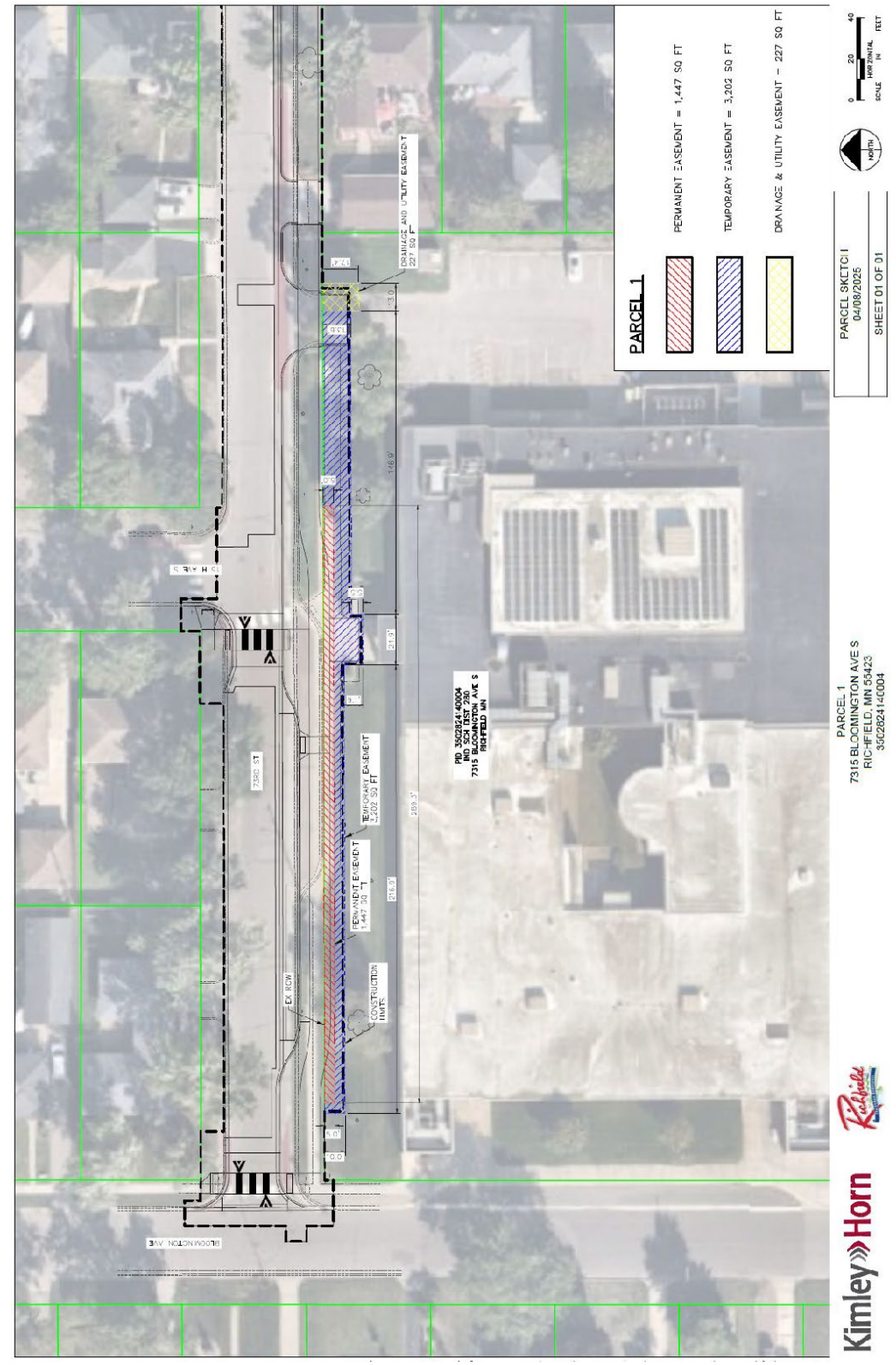
A parcel of land over, under, and across that part of the Northeast Quarter of the Northwest Quarter of Section 35, Township 28 North, Range 24 West of the 4th Principal Meridian lying north of ZUBERT'S ELLIOT AVENUE ADDITION except the West 325.3 feet thereof, said parcel area described as follows:

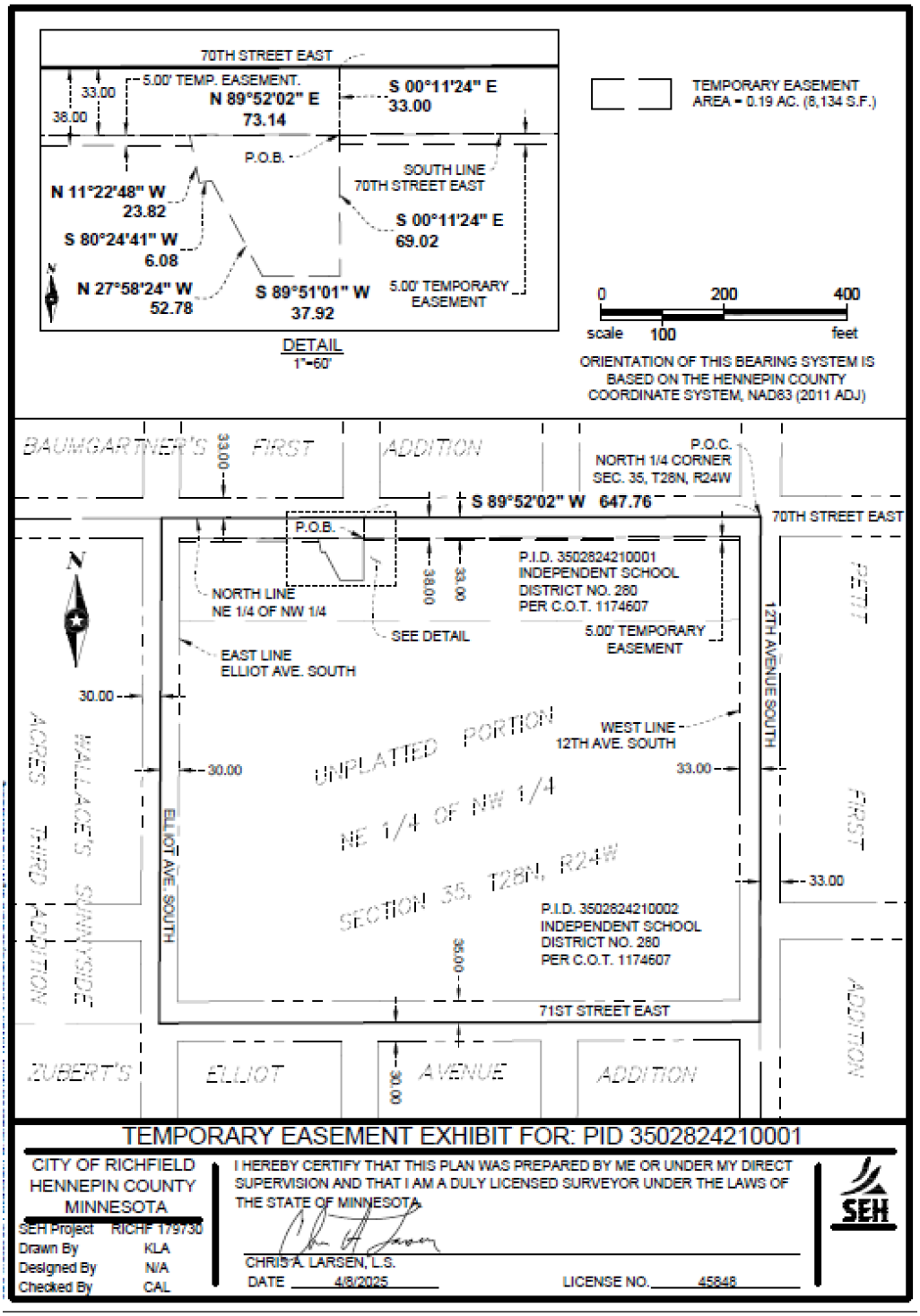
The southerly 5.00 feet of the northerly 38.00 feet thereof; TOGETHER WITH that part of the property lying within the following described figure:

> Commencing at the North Quarter Corner of said Section 35, thence South 89 degrees 52 minutes 02 seconds West, assigned bearing, along the north line of said Northeast Quarter of the Northwest Quarter of Section 35, a distance of 647.76 feet; thence South 00 degrees 11 minutes 24 seconds East a distance of 33.00 feet to the south line of 70th Street East and the POINT OF BEGINNING; thence continuing South 00 degrees 11 minutes 24 seconds East a distance of 69.02 feet; thence South 89 degrees 51 minutes 01 second West a distance of 37.92 feet; thence North 27 degrees 28 minutes 24 seconds West a distance of 52.78 feet; thence South 80 degrees 24 minutes 41 seconds West a distance of 6.08 feet; thence North 11 degrees 22 minutes 48 seconds West a distance of 23.82 feet to the said south line of 70th Street East and there terminating.

EXHIBIT D

Depiction of Easement Areas





TEMPORARY EASEMENT EXHIBIT FOR: PID 3502824210001

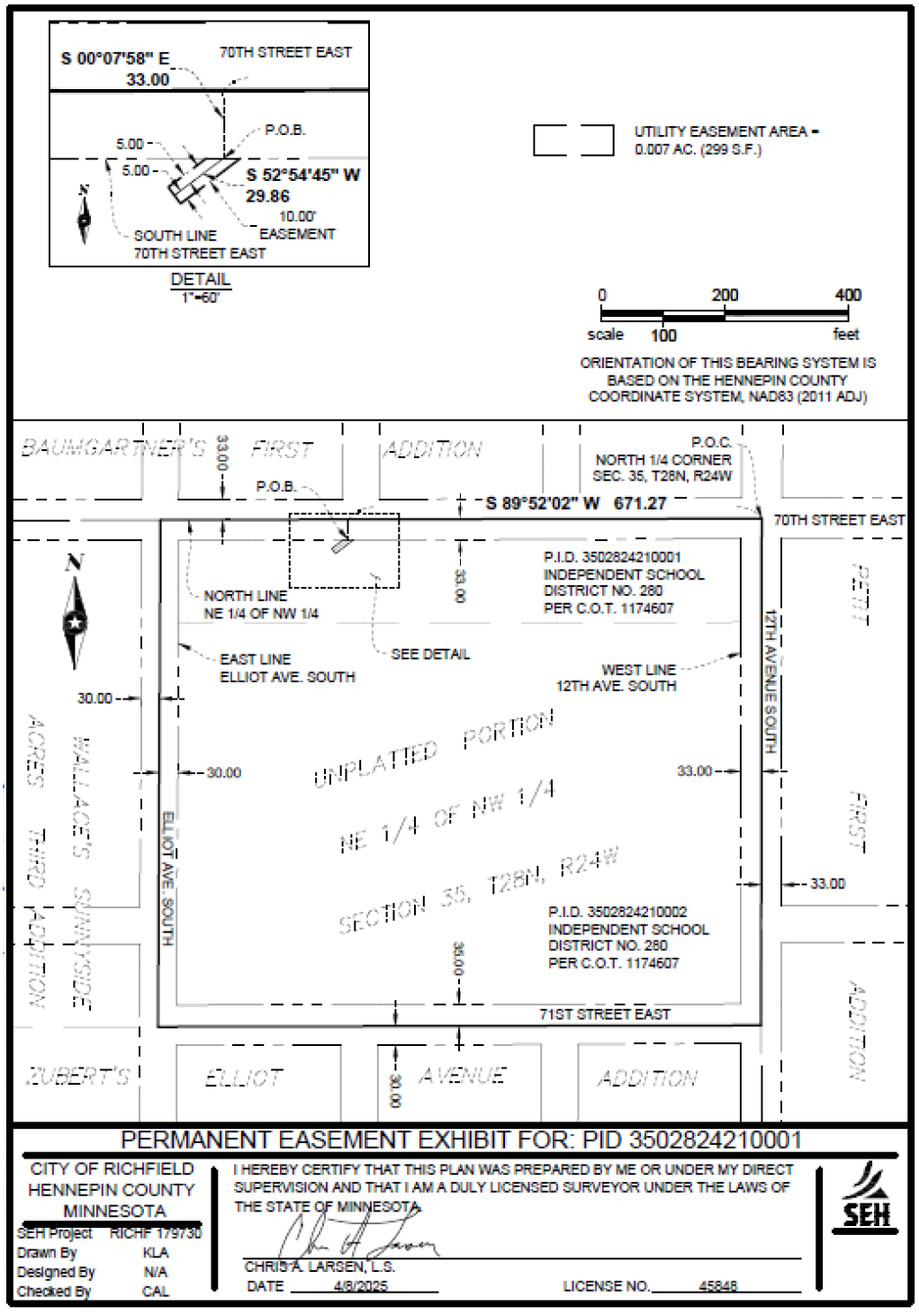
CITY OF RICHFIELD
HENNEPIN COUNTY
MINNESOTA

SEH Project	RICHF 179730
Drawn By	KLA
Designed By	N/A
Checked By	CAL

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

CHRIS A. LARSEN, L.S.
DATE 4/8/2025 LICENSE NO. 45848

SEH


S 00°07'58" E
33.00
70TH STREET EAST
P.O.B.
5.00
5.00
S 52°54'45" W
29.86
10.00'
EASEMENT
SOUTH LINE
70TH STREET EAST
DETAIL
1"=60'
UTILITY EASEMENT AREA =
0.007 AC. (299 S.F.)
0
200
400
scale
100
feet
ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE HENNEPIN COUNTY
COORDINATE SYSTEM, NAD63 (2011 ADJ)
BAUMGARTNER'S FIRST ADDITION
33.00
P.O.B.
P.O.C.
NORTH 1/4 CORNER
SEC. 35, T28N, R24W
S 89°52'02" W 671.27
70TH STREET EAST
P.I.D. 3502824210001
INDEPENDENT SCHOOL
DISTRICT NO. 280
PER C.O.T. 1174607
33.00
NORTH LINE
NE 1/4 OF NW 1/4
SEE DETAIL
EAST LINE
ELLIOT AVE. SOUTH
WEST LINE
12TH AVE. SOUTH
12TH AVENUE SOUTH
FIRST ADDITION
30.00
30.00
UNPLATTED PORTION
NE 1/4 OF NW 1/4
SECTION 35, T28N, R24W
33.00
ELLIOT AVE SOUTH
P.I.D. 3502824210002
INDEPENDENT SCHOOL
DISTRICT NO. 280
PER C.O.T. 1174607
350.00
71ST STREET EAST
33.00
ACRES THIRD ADDITION
HALLACE'S SUNNYSIDE
ZUBERT'S ELLIOT AVENUE ADDITION
PERMANENT EASEMENT EXHIBIT FOR: PID 3502824210001
CITY OF RICHFIELD
HENNEPIN COUNTY
MINNESOTA
SEH Project RICHF 179730
Drawn By KLA
Designed By N/A
Checked By CAL
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
CHRIS A. LARSEN, L.S.
DATE 4/8/2025
LICENSE NO. 45848
SEH

NEW BUSINESS - FOR ACTION **Agenda Item VI.B.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, April 21, 2025

SUBJECT: RESOLUTION PROPOSING TO DISCONTINUE TEACHING CONTRACT AND TO PLACE TEACHER ON UNREQUESTED LEAVE OF ABSENCE

(Recommended by superintendent)

That the board of education approve the attached resolution proposing to discontinue the teaching contract and to place the teacher on unrequested leave of absence.

Background Information

See attached.

RESOLUTION DISCONTINUING CONTRACT

WHEREAS, on April 21, 2025 the School Board of Independent School District 280 adopted a resolution proposing to discontinue the teaching contract of Chelsey Payne and place said teacher on unrequested leave of absence; and

WHEREAS said written notice of proposed discontinuance of this teaching contract was personally received by Chelsey Payne on March 19, 2025; and

WHEREAS said written notice of proposed discontinuance of teaching contract contained a statement setting forth the reasons for proposed discontinuance, as well as a statement that said Chelsey Payne was entitled to certain rights as provided under Article X, Section 9 of the Master Agreement with Education Richfield provided that said rights were exercised within the timelines established in the Master Agreement; and

WHEREAS no rights to other positions were available to be exercised by said Chelsey Payne to the School Board's proposed action; and

WHEREAS such determination results in the need to continue with the proposed discontinuance of the teaching contract and placement on unrequested leave of absence for Chelsey Payne;

BE IT THEREBY RESOLVED by the School Board of Independent School District 280 that the continuing contract of Chelsey Payne as a teacher of Independent School District 280 is discontinued effective at the beginning of the 2025-2026 school year pursuant to Minnesota Statute Section 122A.40, and the Master Agreement with Education Richfield and that Chelsey Payne is hereby placed on unrequested leave of absence.

BE IT FURTHER RESOLVED THAT a notice of discontinuance together with a copy of this resolution be forwarded to Chelsey Payne by personal delivery.

E

NEW BUSINESS - FOR ACTION **Agenda Item VI.C.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, April 21, 2025

Subject: Paraprofessionals Collective Bargaining Agreement for Years 2024-2026

(Recommended by superintendent)

That the board of education approve the tentative collective bargaining agreement for paraprofessionals for the period of July 1, 2024 through June 30, 2026.

Background Information

(Prepared by Craig Holje/Michelle Axell)

A tentative agreement was reached in March regarding the 2024-2026 Master Agreement with the Paraprofessional Employees represented by SEIU Local 284. This agreement has been ratified by the Paraprofessional Employees. It is recommended that the school board approve the agreement.

The changes to the agreement include the following:

Base Salary and Benefit Summary

Year 1: July 1, 2024 – June 30, 2025

1. Increase on pay rate schedule Class 1 & Class 2: $0.90 Step 1, $0.80 Step 2, $0.70 Step 3
2. Increase on pay rate schedule Class 3: $1.35 Step 1, $1.10 Step 2, $0.85 Step 3
3. Increase on pay rate schedule Class 4: $1.75 Step 1, $1.50 Step 2, $1.25 Step 3
4. Health Insurance
   a. Increase $100/month ($1,400/month) for district contribution toward family
   b. Increase VEBA contribution by $250 annually for all plans
5. Add Juneteenth as a holiday for 12 month employees

Year 2: July 1, 2025 – June 30, 2026

1. Increase on pay rate schedule Class 1 & Class 2: $0.90 Step 1, $0.80 Step 2, $0.70 Step 3
2. Increase on pay rate schedule Class 3: $1.35 Step 1, $1.10 Step 2, $0.85 Step 3
3. Increase on all steps on pay rate schedule Class 4: $2.00
4. Health Insurance
   a. Increase $200/month ($1,600/month) for district contribution toward family
5. Add longevity step after 5 years of service $0.15
6. Increase longevity steps by $.10 after 10 years of service, by $.15 after 15 years of service and $.20 after 20 years of service
7. Add bilingual fluency stipend $0.25
8. Add summer incentive stipend $1.00- beginning summer 2025
9. $110 One-Time Stipend Service Credit (hired February, March, April, May, or June)

Language Items

1. Added and adjusted language to align with new Minnesota statute provision for public employment
2. Added extension of probation period
3. Aligned service credit to be effective July 1 of each year for employees
4. Adjusted language for emergency closing to include an e-learning day
5. Aligned sick leave benefits with Minnesota statute provision for ESST-qualifying reasons
6. Added discipline language
7. Change time limits in grievance section

RICHFIELD PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT NO. 280

SALARY SCHEDULE, FRINGE BENEFITS
AND WORKING CONDITIONS FOR

PARAPROFESSIONALS

~~2022~~2024-~~2024~~2026

THIS AGREEMENT ENTERED INTO BETWEEN THE SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD, MINNESOTA AND THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284, EFFECTIVE JULY 1, ~~2022~~ 2024 THROUGH JUNE 30, ~~2024~~ 2026 IN ACCORDANCE WITH THE PUBLIC EMPLOYMENT LABOR RELATIONS ACT OF 1971, AS AMENDED.

TABLE OF CONTENT

[Finalized table of contents here once contract approved by the Board of Education]

ARTICLE I
- Recognition of Exclusive Representative 4
- New Employee Information 4
- Request for Dues Check Off 4
- Employee Personnel File 4

ARTICLE II SALARY SCHEDULE 5

ARTICLE III TERMINATION OF CONTRACT 6
- Probation Period 6
- Termination 7

ARTICLE IV PHYSICAL EXAMINATION 7

ARTICLE V HOURS OF WORK 7
- Section 1 Notification 7
- Section 2 Compensatory Time 7
- Section 3 In-Service Hours 8
- Section 4 Emergency Closings 8

ARTICLE VI LEAVES 9
- Section 1 Sick Leave 9
- Section 2 Personal Leave/Bereavement 10
- Section 3 Special Leaves Without Pay 10
- Section 4 Medical Certification 11
- Section 5 Jury Duty 11

ARTICLE VII HOLIDAYS 12

ARTICLE VIII SENIORITY/LAYOFF AND RECALL 12

ARTICLE IX VACANCIES 13

ARTICLE X BENEFITS 14
- Section 1 Eligibility 14
- Section 2 Liability 14
- Section 3 Medical Benefits 14
- Section 4 Dental Insurance 16
- Section 5 Life Insurance 17
- Section 6 Tax Shelter Annuities 17

ARTICLE XI VACATIONS 18

Section 1	Accrual	18
Section 2	Compensatory Time	18
Section 3	Schedule	18
Section 4	Resignation	18
Section 5	Retirement	18
Section 6	Usage	18
Section 7	Limitations	18
ARTICLE XII RETIREMENT		19
Section 1	Severance Pay	19
ARTICLE XIII GRIEVANCE PROCEDURE		20
Section 1	Definition	20
Section 2	Timelines	20
Section 3	Steps	21
Section 4	Union Representation, Intervention, and Initiation	21
Section 5	Reprisals	21
Section 6	Cost of Transcript	21
CONTRACT DOCUMENT AUTHORIZATION		22
MEMORANDUM OF UNDERSTANDING		23

Be it resolved by the Board of Education of Independent School District No. 280:

The following articles constitute the terms of employment of Paraprofessional personnel of the District for the period of July 1, ~~2022~~ 2024 through June 30, ~~2024~~ 2026 in compliance with the Public Employment Labor Relations Act of 1971, and as amended, hereinafter referred to as the Public Employment Labor Relations Act.

ARTICLE I.

RECOGNITION OF EXCLUSIVE REPRESENTATIVE:

Preamble: Recognizing that the Union is required by the provisions of the State of Minnesota Public Employment Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

NEW EMPLOYEE INFORMATION:

The Employer shall provide to the Exclusive Representative the following information on each new employee within thirty (30) calendar days of the employee's first date of work: name;; home address; work email address; work phone number; job classification; shift; wage, number of hours normally scheduled in a work week; whether the position is a nine (9) month or twelve (12) month assignment; and building assignment. It is the responsibility of the Union to ensure that any data that is classified as private data under the Minnesota Government Data Practices Act that is transmitted by the District to the Union is maintained as private data.

NEW EMPLOYEE UNION MEETING:

The Union shall be allowed to meet with newly hired employees for up to thirty (30) minutes at new employee orientations or, if there are no new employee orientations, within the first thirty (30) calendar days from the date of hire. The employee/union meeting will be held at a mutually agreed upon time between the Union and District and the new employee will be eligible to be paid for this time.

REQUEST FOR DUES CHECK OFF AND POLITICAL ACTION FUND CONTRIBUTION:

Pursuant to PELRA, the exclusive representative shall be allowed dues check off and political action fund contribution. Upon receipt ~~by the Human Resources Office of a properly executed authorization card~~of notice from the Exclusive Representative that it has received an employee's authorization for the deduction of dues and/ or political action fund contribution, ~~by the employee,~~ the School District will deduct from the employee's paycheck the dues and/ or political action fund contributions that the employee has agreed to pay to the exclusive representative in equal installments. The dues deduction authorization remains in effect until the district receives notice from the

Exclusive Representative that an employee has changed or canceled their authorization.

The Union agrees to indemnify and hold harmless the School District and its agents, officers and employees against any and all claims, suits, orders, or judgments brought or issued against the School District as a result of any action taken or not taken as the result of a request of the Union under the provisions of this Article.

EMPLOYEE PERSONNEL FILE

Upon written or verbal request of an employee, the School District shall permit the employee to review his or her own personnel file within seven (7) working days after receipt of the request. The employee shall be permitted to attach a statement to any evaluation or discipline with which the employee disagrees. The School District shall provide a copy of documents within the personnel file upon an employee's request and without charge to the employee.

ARTICLE II.

~~SALARY SCHEDULE:~~
~~Year 1: $1.50 each step~~
~~Year 2: $1.00 each step~~

	JOB CATEGORY
CLASS I	Managerial
CLASS II	Campus Supervisor – Middle School Clerical Para 1
CLASS III	Clerical Para 2 Technology Security Monitor – High School
CLASS IV	Instructional Special Education, Health

Position/Step	~~2022-2023~~2024-2025	~~2023-2024~~2025-2026
Class 1		
Step 1	~~16.58~~18.48	~~17.58~~19.38

Step 2	~~17.40~~19.20	~~18.40~~20.00
Step 3	~~19.33~~21.03	~~20.33~~21.73
Class 2		
Step 1	~~17.33~~19.23	~~18.33~~20.13
Step 2	~~18.35~~20.15	~~19.35~~20.95
Step 3	~~20.49~~22.19	~~21.49~~22.89
Class 3		
Step 1	~~17.90~~20.25	~~18.90~~21.60
Step 2	~~19.01~~21.11	~~20.01~~22.21
Step 3	~~21.29~~23.14	~~22.29~~23.99
Class 4		
Step 1	~~18.44~~21.19	~~19.44~~23.19
Step 2	~~19.66~~22.16	~~20.66~~24.16
Step 3	~~22.05~~24.30	~~23.05~~26.30

Employees shall receive additional compensation per hour as follows:

	2024-25	2025-26
After 5 years of continuous service in the unit	--	$.15 per hour
After 10 years of continuous service in the unit	$0.20 per hour	$0.30 per hour
After 15 years of continuous service in the unit	$0.30 per hour	$0.45 per hour
After 20 years of continuous service in the unit	$0.40 per hour	$0.60 per hour

~~Employees shall receive additional compensation per hour as follows:~~

~~After 10 years of continuous service in the unit. $.20 per hour~~
~~After 15 years of continuous service in the unit. $.30 per hour~~
~~After 20 years of continuous service in the unit. $.40 per hour~~

Service Credit:

Effective July 1, 2025, step increases and longevity advancements will be effective July 1 of each year for employees hired prior to February 1 of that calendar year.

One-Time Stipend 2024-2026 Contract:

Employees whose most recent date of hire within the unit is prior to July 1, 2025, and was in the months of February, March, April, May, or June shall be given a one-time payment of $110 on their first regular paycheck for the 2025-2026 school year.

Bilingual Stipend:

Effective July 1, 2025, Employees who are working in positions for which the District indicates a need or preference for a bilingual proficiency and determined by the District to be bilingually fluent in a District identified language area will receive an additional

$.25/hour. The stipend is subject to renewal or nonrenewal by the District on an annual basis.

Summer Incentive Stipend:

Beginning of summer programming 2025, School year paraprofessionals who work as a paraprofessional in the summer school program will receive a stipend amount of $1.00 over and above their base hourly rate of pay for the summer program hours.

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New employees will be placed on the beginning year of the salary schedule, however, placement up to and including the third year on the salary schedule for previous experience may be authorized by the Director of Human Resources, or designee. Placement at the third step will require communication with the union steward.

A paraprofessional employee moving to a higher classification will be placed on the appropriate step in the new classification based on demonstrated experience and/or qualifications as long as there is not a reduction in pay. Final placement will be determined by the Director of Human Resources. An employee moving to a lower classification will retain the employee's current step placement in the new classification.

Paraprofessionals will be paid on September 20th and on the 5th and 20th in the subsequent months up to and including June 20th of each year. Payroll information will be communicated via an electronic, web-based system.

If the wage rates shown above are ruled to be out of compliance with pay equity legislation, a higher rate may be paid at the discretion of the District. The Union shall be given 10 days notice prior to any such increase in wage rates.

Employees assuming a permanent rotating substitute position in special education will be paid an additional $.10 per hour.

Paraprofessionals providing services to students at off campus retreats (currently a five day event held at Eagle Bluff) will be paid a $130 per day stipend.

ARTICLE III.

TERMINATION OF CONTRACT:

PROBATION PERIOD:

All new employees shall work a probationary period which shall be one (1) year from the employee's date of hire. The probationary period may be extended up to an additional one (1) year upon mutual agreement between the union steward and the District. A

new employee shall not be considered a permanent employee until having successfully completed their probation period.

Employees switching job categories within the contract will be required to serve a new probationary period. An employee shall not be considered a permanent employee in this new position until having successfully completed the probationary period and acquired all job requirements. In the event an employee who has switched job categories does not successfully complete the probationary period after communication and opportunity to improve and/or achieved necessary certification, they will be offered the next available vacancy in a previous job category. While employees switching job categories will be considered probationary in their new role, they will not be at-will employees and retain the rights indicated above.

TERMINATION:

An employee wishing to terminate employment shall give two (2) weeks notice when possible. An employee who fails to provide two weeks' notice shall forfeit any accrued vacation time payout.

ARTICLE IV.

PHYSICAL EXAMINATIONS:

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

ARTICLE V.

HOURS OF WORK:

Section 1. Notification
No later than July 15th, employees covered under this contract will be notified as to whether or not their services will be required for the following year. Those whose service is required shall be notified as to their starting and ending dates and also the hours of service.

Section 2. Compensatory Time

All work performed in excess of forty (40) hours per week, with the approval of the Human Resources office, shall be paid for at the rate of time and one-half of the employee's regular hourly rate. Consistent with federal law, vacation and holiday hours, sick leave and other leaves, paid and unpaid, shall not be considered as hours of work for purposes of calculating overtime.

Section 3. In-service

The District will provide four (4) hours of paid in-service, per year, for all employees. Scheduling of in-service hours will be at the discretion of the district.

Section 4. Emergency Closings or E-Learning Days

a) On days when all schools are officially closed by the Superintendent or designee or an e-learning day is declared, employees directed to stay home will suffer no loss of pay.

b) The District may reassign affected employees during the closing or e-learning day. This reassignment may include the opportunity to work in an alternative location in providing e-learning services for the district.

c) In the event of a lost contract day due to emergency closing, the district may schedule a make-up day when the employee will be expected to work his/her regular duties. Employees who are released from work on the emergency closing day, but required to work the make-up day will only receive compensation for the make-up day.

d) In the event an employee has a prior commitment on a make-up day, previously scheduled as a non-duty day, the employee will be permitted to use a personal leave day, if available, or take the day as an unpaid day. In the event the employee has extenuating circumstances and no remaining personal leave days, the employee may request an additional personal leave day to be allocated from accrued sick leave. Final approval for use of personal leave days and unpaid days will be at the discretion of the Director of Human Resources.

e) Twelve month employees required to work the emergency closing day will receive compensatory time to be used within 30 days from the date of the emergency closing, but no later than the end of the school year.

f) Nothing in this section limits the district's authority for layoff of employees pursuant to Article VIII.

ARTICLE VI.

LEAVES:

An employee granted a leave of absence shall suffer no loss of job rights.

To comply with the requirements of the PERA, any employee covered by this contract wherein the accumulated sick leave is entirely used, and said staff member is not able to return to normal duties because of illness, the Board of Education will pass a resolution granting a temporary leave of absence and will notify the office of the PERA of this action.

Section 1. Sick Leave

a) Sick leave allowance of ten (10) days per year, accumulative shall be allowed. Employees earn sick leave at a rate equal to or more generous than the earned sick and safe time (ESST) law requires and, thus, their accrual of sick leave satisfies the District's obligation to provide them with ESST leave.

b) Days of sick leave shall be credited when the school year starts. Paraprofessionals who work less than the full school year shall receive sick leave on a pro rata basis.

c) ~~A Paraprofessional may use one (1) day of accumulated sick leave for each day of illness of the Paraprofessional'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.~~Employees may use sick leave for any ESST-qualifying reason outlined in Minnesota Statutes section 181.9447, as amended

~~d) A Paraprofessional 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 an ill spouse, parent, step-parent, parent-in-law, adult child, sibling, grandchild, or grandparent. Such employees may also use up to 160 hours of accumulated sick leave during the school year for "Safety Leave", defined as providing or receiving assistance because of sexual assault, domestic abuse, or stalking, for assistance to the employee or assistance to the relatives described in Subd. c or d.~~

~~e) A Paraprofessional who has not been employed by the district for the most recent 12 month period and/or who does not hold a .5 FTE or greater position may use up to five (5) days in any one year of earned sick leave for illness in the immediate family. The immediate family shall include wife, husband, child, brother, sister, parent, guardian or parents-in-law. These days will be deducted from available personal leave in Section 2.~~

Section 2. Personal Leave~~/Bereavement~~

~~Up to five (5) days in any one year of earned sick leave may be used for:~~

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~~(a) Death of a friend or relative.~~

~~(b) Personal leave shall be granted for an appearance in court as a witness or in cases of legal action where it is mandatory that the employee be present.~~

(~~d~~a) Each employee may be granted ~~two (2)~~three (3) days personal leave per year which will be deducted from the accumulated sick leave when used, for~~to handle~~ important personal matters at the ~~worker's~~ employee's own discretion. ~~Requests for such leave must be made to their supervisor at least two (2) work days in advance.~~ Not more than five percent (5%) of a building's unit employees, or two unit employees, whichever is greater, shall be permitted to use this personal leave at one time. Leave will be approved on a first-come, first-serve basis.

(b) Only one day of personal leave 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 otherwise authorized under Article VI of the contract. 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.

(~~d~~c) After ~~five (5)~~three (3) days in any one year, additional personal leave days will be unpaid.~~, full deduction shall be made.~~ In the event a Paraprofessional expends all available personal leave days during the school year and has a unique circumstance that requires absence from work, the Paraprofessional may request up to ~~five (5)~~two (2) additional days of accumulated sick leave be made available during the year. Determination regarding eligibility for additional days of absence will be at the discretion of the District.

Section 3. Notice for Use of Sick Leave or Personal Leave

If the need for use of sick leave is foreseeable, an employee must provide notification at least seven days in advance using established reporting procedures of the intent to use sick leave. If an employee's need for use of sick leave is unforeseeable, an employee must report their absence using established reporting procedures as soon as practicable .

Requests for personal leave must be made to the supervisor at least two (2) work days in advance.

An employee is responsible for providing notification regarding which leave they are taking—sick leave or personal leave.

Section 4. Documentation of Use of Sick Leave or Personal Leave

The District may require employees to provide reasonable documentation as outlined in Minnesota Statutes section 181.9447, as amended, indicating that the sick leave or personal leave is being used for an ESST-qualifying reason. The final determination as to the eligibility of an employee for sick leave or personal leave is reserved for the District. If documentation is required, the employee will be so advised.

Section ~~3~~5. Special Leaves Without Pay

Special short or long term leaves without pay up to one (1) year in duration may be granted at the discretion of the employer. Applications for such leaves shall include the proposed period and purpose for leave. Applications for any leave without pay of thirty (30) or more working days in duration must be submitted at least thirty (30) days prior to the proposed start of the leave. The thirty (30) day application provision may be waived due to unusual circumstances.

An employee granted a short term or long term leave without pay shall remain eligible for all appropriate benefit plans but must pay the entire premium while on leave. An employee on an approved special leave without pay shall maintain their original seniority date but shall not gain credit for advancement on the salary schedule, nor accrue vacation time (if eligible) or sick leave.

An employee on leave without pay shall either notify the employer of their intent to return to their position or shall resign their position at least thirty (30) days prior to the expiration of the leave.

~~Section 4. Medical Certification~~

~~The School District may require an employee 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 employee, 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 an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required for unrelated intermittent leave, the employee will be so advised.~~

Section ~~5~~6. Jury Duty

If a school paraprofessional is summoned for jury duty on any duty days, notice thereof will be promptly given to the Human Resources office. A request for delay of said duty to non-duty days will be presented under the applicable statutes and regulations for such services. If thereafter jury duty is required by the court the employee will be granted the additional amount to make up full pay.

ARTICLE VII.

HOLIDAYS:

There shall be eight (8) paid holidays for paraprofessional employees; Labor Day, Thanksgiving Day, Thanksgiving Friday, Winter break holiday, New Year's Eve, New Year's Day, Martin Luther King Jr.'s Day or President's Day, and Memorial Day.

Employees who are employed on a twelve (12) month basis and working forty (40) hours per week shall be paid ~~eleven (11)~~twelve (12) holidays. Those days shall consist of the holidays indicated above plus July 4th, (1) additional Winter break holiday, ~~New Year's Eve and Good Friday.~~Spring Holiday and Juneteenth.

Employees receive their regular daily rate of pay for all holidays.

In the event that any of the above referenced holidays fall on a day school is in session, consistent with the school calendar, an alternative day will be designated by the employer following a meet and confer session with the union steward.

ARTICLE VIII.

SENIORITY/LAYOFF AND RECALL:

The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees, and for consideration in advancement or promotion (if the employee is qualified). If any openings subsequently occur, the laid-off employee with the most continuous service shall be recalled first. Employees on layoff status will retain recall rights for a period of two (2) years from date of layoff within their job category or a formerly held job category. If an employee without good reason fails to respond within five (5) days after the notice of recall, or refuses to return to work within a reasonable time period when recalled, the employee shall lose their seniority rights. The Board shall determine what constitutes a good reason for failure to respond or return to work when the employee has been recalled. Good cause shall include, but not be limited to, temporary illness and temporary absence from the city, or appropriate notice of resignation to a current employer, not to exceed two weeks. For the purpose of layoff and recall, seniority is defined as the date of employment in the specific job category.

Paraprofessionals are categorized according to their job category as follows:

1. Campus Supervisor – Middle School
2. Clerical Paraprofessional 1
3. Clerical Paraprofessional 2
4. Instructional Paraprofessional
5. Managerial Paraprofessional
6. Security Monitor – High School
7. Special Education Paraprofessional ,
8. Technology Paraprofessional

Effective July 1, 2006, existing Instructional/Managerial Paraprofessionals will be reclassified as Special Education Paraprofessionals. Seniority dates identified for Instructional/Managerial Paraprofessional designation will become the seniority date for Special Education Paraprofessional assignment.

An employee is to have two (2) weeks advance notification in writing of a reduction in staff resulting in their layoff or reduction of hours. Employees with the least continuous service in a job category shall be laid off first. Reductions of more than one (1) hour per day will afford non-probationary employees' rights in the order below Similar hours are defined as positions up to one hour less per day and no more annualized hours than the employee's current assignment.

a) Placement into vacancies in the same job category with similar hours, or

b) Employee may displace the least senior employee in the same job category with the same/similar hours as long as the displaced employee is less senior, or

c) Employee may displace the least senior employee in a formerly held job category with the same/similar hours as long as the displaced employee is less senior.

d) In lieu of the above placements, an employee may accept layoff and retain rights to recall as defined in Article X. Seniority or apply for other positions for which the employee is qualified.

ARTICLE IX.

VACANCIES:

New positions or vacancies will be posted on the district website for a period of five (5) working days. Increases to positions of 1 hour per day or less may be made without requiring a posting. Applications of the interested parties should be submitted to the Human Resources office.

A copy of the letter to the candidate(s) selected for the position shall be sent to the appropriate supervisor and the appropriate steward.

ARTICLE X.

BENEFITS:

Section 1. Eligibility

(a) An employee must be assigned to work more than 14 hours per week and complete 30 calendar days of employment in order to be eligible to enroll in the District's fringe benefit programs. The employee will be eligible for benefits on the 1st of the month following the completion of the 30 days referred to above.

(b) An employee must pay the employee's portion of premium for medical/dental coverage one (1) month in advance, if the employee's earnings are not sufficient to cover any monthly premium amount which exceeds the District's maximum contribution.

(c) Part-time employees working more than 14 hours per week but less than 40 hours per week shall be eligible for medical, dental and life insurance benefits. The monthly district contribution will be provided according to the number of hours assigned of the 40 hour week. If the premium for the medical benefit plan selected is less than the

maximum district contribution specified in Section 2., then the monthly premium will be prorated according to the number of hours assigned of the 40 hours week.

Section 2. Liability

The District shall provide liability insurance for Paraprofessional employees consistent with the amount granted other employees in Independent School District No. 280.

Section 3. Medical Benefits

(a) The School District shall provide a program of single and dependent medical benefit insurance. The District will select the insurance carrier 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 may be agreed upon via a Memorandum of Agreement between SEIU 284 and the District.

(b) Participation in the School District insurance 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 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 for the deductible plan. For information purposes only, this is the plan identified as Plan A during the ~~2022~~2024-~~2023~~ 2025 school year. In addition, the District will make a $~~1,000~~1,250 annual contribution, paid on a semi-annual basis in October and March, to the employee's VEBA account.

2. Dependent Coverage: The District shall pay $~~1300.00~~1,400 per month toward the cost of the dependent premium for the ~~high~~ deductible plan. Effective July 1, 2025, the District shall pay $1,600 per month toward the cost of the dependent premium for the deductible plan In addition, the District will make a $1,~~250~~ 500 annual contribution, paid on a semi-annual basis in October and March, to the employee's VEBA account.

3. 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) Each employee enrolled in the program shall contribute, through payroll deduction, any premium amount which exceeds the District maximum contribution. Enrollment in the program shall be on an annual basis.

(e) All employees who have at least fifteen (15) years of continuous employment in the Richfield School District and who are at least age fifty-five (55) may continue* to participate in the District Medical Benefits program. An employee who retires will also be allowed to continue in the District Dental program. For employees hired prior to January 1, 2011, the District contribution for retired employees participating in Medical Benefits and Dental programs will be adjusted so that it is the same for retired employees as it is for active employees. Any additional premium cost must be paid by the retiree and will be increased annually. This provision shall apply until the individual becomes eligible for another employers*, or any other health plan, or according to the following schedule, whichever comes first.

Completion of 15 years in Richfield	48 months
Completion of 20 years in Richfield	60 months
Completion of 25 years in Richfield	72 months
Completion of 30 years in Richfield	120 months

*"continue" means that the employee has enrolled in the District's medical and/or dental plans he/she desires to participate in following retirement during the open enrollment period that takes place at least 12 months prior to retirement.

* Provided the aggregate value of benefits of another employers medical insurance is not less than the medical insurance plan in effect for ISD 280, nor will the employee payment for another employer's premiums be greater than the amount required by the labor agreement in effect between ISD 280 and SEIU 284 Paraprofessionals.

(f) For Paraprofessionals hired after December 31, 2010, the District will contribute toward a post-employment Health Reimbursement Account (HRA) established for the individual with a third-party administrator identified by the District. Funds will accrue in the

individual's account and become available to the employee at time of separation from the District. The District will make contributions to the account as follows:

1. $2,500 at the completion of 10 years in the District; and

2. $250 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 the employee's FTE for the period covered.

4. The District makes no representations or guarantees regarding the tax qualified status of any Health Reimbursement Account selected.

Section 4. Dental Insurance

The School District will purchase dental insurance for all full time paraprofessional employees and their dependents. The District shall contribute to a maximum of $59.00 effective July 1, 2022 for a plan based on a composite bid quotation. If the composite cost exceeds the District contribution, the excess amount shall be prorated on a monthly basis among the employees with dependent coverage.

Section 5. Life Insurance

Employees working 14 or more hours per week will receive a five thousand ($5,000) dollar term life insurance policy.

Section 6. Tax Shelter Annuities

(a) All personnel may participate in the Tax Sheltered Annuities program.

(b) All employees who wish to enter the Tax Sheltered Annuity 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 office. Entry into the program may occur at any time. The District Tax Sheltered Annuity Form must be completed and returned to the District Human Resources office at least thirty (30) days before the payroll date on which tax deduction is to begin.

(c) An employee who has filed the District Tax Sheltered Annuity program form shall have that program automatically continue for the identified dollar or percentage amounts as indicated on the form until changed or cancelled. 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.

(d) The District will contribute on a matching basis up to 1% of salary for employees beginning after five (5) years of employment and up to 2% of salary upon completion of eight (8) years of employment. Initial entry or re-entry into the District matching program shall occur on September 1 or January 1 of each year provided the District Tax Sheltered Annuity form is submitted to the Human Resources office 30 days in advance.

ARTICLE XI.

VACATIONS:

Section 1. Accrual

July 1st shall be the anniversary for determining vacation accrual.

Section 2. Compensatory Time

All employees who are employed on a twelve (12) month basis, working forty (40) hours per week, shall be granted ten (10) days vacation in the first year, prorated for employment less than a full year; fourteen (14) days after five (5) full years; fifteen (15) days after six (6) full years; and sixteen (16) days after seven (7) full years, beginning July 1st.

Section 3. Schedule

The vacation schedule shall be determined by agreement with the administration.

Section 4. Resignation

An employee resigning from the system shall receive earned vacation on a prorated basis to the date of termination provided that two weeks written notice is given to the employer.

Section 5. Retirement

An employee retiring during the interim for reasons of disability or normal retirement shall be entitled to a prorated earned vacation.

Section 6. Usage

Vacation may not be used in advance of earning it.

Section 7. Limitations

Vacation or personal leave requests will be reviewed by the Paraprofessional's supervisor and the number of employees absent from any one (1) building or work area, on any given day, may be limited based on the needs as determined by the supervisor. Employees denied a vacation, may request a review of the request by the Director of Human Resources.

ARTICLE XII.

RETIREMENT:

Section 1. Severance Pay

(a) An individual who has at least ten (10) years of credited experience in the Richfield Public Schools and who is at least age fifty-five (55) shall receive severance pay upon resignation. For purposes of this section, credited experience is defined as the number of years the employee works more than 14 hours per week. The amount of severance pay shall be based on the individual's accrued sick leave. Accrued sick leave shall mean the number of days the individual has accumulated at the effective date of retirement or the average of one's working career with the District as a paraprofessional, whichever is greater. The individual's severance pay shall be the sum of the applicable amounts determined by the provisions of both Subdivisions (c) and (d).

Severance pay is considered earned only after the employee completes active employment through the Board approved retirement date.

(b) For Paraprofessional employees Subdivisions (c) and (d) will be prorated in relationship to the number of hours worked at the time of retirement, for example:

Eight (8) hour personnel – 100%
Seven (7) hour personnel – 7/8
Six (6) hour personnel – 3/4
Five (5) hour personnel -- 5/8
Four (4) hour personnel -- ½ etc.

(c) The individual shall multiply accumulated sick leave by the appropriate percentage indicated below. The product of this multiplication shall then be multiplied by fifty ($50.00) dollars for the years 2022-2023 and 2023-2024 to determine the severance pay for this Subdivision. In no case, however, shall the benefit from this Subdivision exceed seven thousand five hundred ($7,500) dollars.

Ninety percent (90%) of accrued sick leave

(d) An individual who has at least fifteen (15) years of credited experience as defined earlier in this section in the Richfield School District shall be paid the following amount as defined in Subdivision (a).

$3,500

Approved unpaid leave of absence shall not detract from credited experience except for layoffs during traditional school year.

(e) The individual shall receive the amount of severance pay in one (1) lump sum payment within thirty (30) days of the last date of employment by the District.

If an individual dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lack of same, to the deceased's estate.

(f) The provisions of the Richfield Public School retirement Article shall apply to resignations for retirement for 2022-2023 and 2023-2024.

ARTICLE XIII.

DISCIPLINE:

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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 paraprofessional is disciplined, beyond verbal notification, they are 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 paraprofessional to present their 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.
3. Termination.

Section 4: Miscellaneous

A. A paraprofessional will be informed of the right to have a Union representative present at each level of discipline.

B. A paraprofessional may grieve any level of discipline through the procedures of Article XIV (Grievance Procedure).

C. Employees who are to be terminated shall be notified in writing of such action together with a statement of the reason(s) for the discharge.

D. Termination during the probation period shall not be grievable.

E. Paraprofessionals may be suspended with pay during investigations. It is understood that suspension with pay does not constitute discipline.

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ARTICLE XIV.

GRIEVANCE PROCEDURE:

Section 1. Definition

A grievance shall mean a written complaint by an employee, group of employees, or the union that there has been a violation, misinterpretation, or misapplication of this agreement.

Section 2. Timelines

Within fifteen (15) working days following knowledge of the act or condition which is the basis of the complaint, the grievant may file a grievance beginning at Step 1 and proceeding through each succeeding step until the grievance has been resolved. Except by mutual agreement, failure by the employer at any step to communicate a decision within the specified time limit shall permit the grievant to proceed to the next step; likewise, failure by the grievant at any step to appeal a grievance to the next step within the specified time limit shall be considered acceptance of the decision at that step. The time limits for decision or appeal are as follows:

Step 1 - ~~five (5)~~ten (10) working days
Step 2 - ten (10) working days
Step 3 - ten (10) working days

Decision or appeal should be completed as soon as possible but shall not exceed the time limit specified.

Section 3. Steps

Step 1: The cognizant supervisor.

Step 2: The Director of Human Resources or designee.

Step 3: The office of the Superintendent or designee.

Step 4: Arbitration under the Public Employment Labor Relations Act incorporating the use of one arbitrator; the arbitrator's award being final and binding upon the parties.

Section 4. Union Representation, Intervention and Initiation

The grievant shall have the right of union representation at each step. Management and the union shall have the right to intervene and present its position at any step in the grievance procedure. Management or the union itself may initiate a grievance on any matter affecting the application or interpretation of this Agreement.

Section 5. Reprisals

No reprisals shall be invoked against any employee for processing a grievance.

Section 6. Cost of Transcript

The cost of a transcript of the arbitration shall be borne by the party demanding the transcript. If no demand is made, but a transcript is required, the cost shall be shared equally by the parties involved.

PARAPROFESSIONALS CONTRACT DOCUMENT AUTHORIZATION

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: SEIU Local 284
Schools #280
450 Southview Blvd.
South St. Paul, Minnesota 55075

For: Richfield Public

7001 Harriet Avenue South
Richfield, Minnesota 55423

_____
Union Representative

_____
Board of Education Chairman

_____
Union Representative

_____
Board of Education Clerk

_____
Union Representative

_____
Superintendent of Schools

Dated this____day of_____, 2022

Dated this____day of_____, 2022

THIS AGREEMENT shall be in force from July 1, 2022, through June 30, 2024, and shall continue as is from year to year unless either party shall notify the other in writing sixty (60) days prior to expiration date of their desire to re-open negotiations.

MEMORANDUM OF AGREEMENT
Between
RICHFIELD PUBLIC SCHOOLS ISD #280
And
SIEU LOCAL 284 – RICHFIELD PARAPROFESSIONALS

This Memorandum of Agreement ("MOA") is entered into by and between Independent School District No. 280, Richfield ("District") and SEIU #284 Richfield Paraprofessionals ("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 paraprofessionals;

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 outside of collective bargaining through a Collaborative Work Group comprised of District administration and Union members, beginning in January 2023:

Orientation of New Employees. The collaborative work group will review and plan for orientation and onboarding needs of new paraprofessionals. The work group will be tasked with identifying needed training and scheduling for new employees for each of the various positions within the Union's bargaining group.

Collaboration and Planning Time. The collaborative work group will review scheduling needs of the various positions within the Union's bargaining group to ensure Paraprofessionals have appropriate schedules to collaborate and coordinate service needs with others within their assigned responsibilities. Specific focus will be to review those positions that are in direct service to students.

Paraprofessional Roles when Teaching Staff are Absent. The collaborative work group will discuss the roles and responsibilities of paraprofessional staff when teaching staff are absent from a classroom, either for the entire instructional day or a portion of the instructional day.

Health and Safety. The collaborative work group will discuss procedures to be followed if an employee's personal property is damaged while at work and procedures to be followed if an employee is injured at work.

Employee Benefits. The collaborative work group will discuss the employee benefits program with a focus on employee access, utilization and affordability of the medical benefits program.

Other Items. Discuss other items as mutually agreed upon by the SEIU #284 Union Steward and Richfield Public Schools Chief Human Resources and Administrative Officer.

Term. This MOA will take effect upon ratification of the ~~2022~~2024-~~2024~~ 2026 CBA.

For: SEIU Local 284
450 Southview Blvd.
South St. Paul, Minnesota 55075

_____
Union Representative

_____
Union Representative

_____
Union Representative

Dated this____day of_____, 2022

For: Richfield Public Schools #280
7001 Harriet Avenue South
Richfield, Minnesota 55423

_____
Board of Education Chairman

_____
Board of Education Clerk

_____
Superintendent of Schools

Dated this____day of_____, 2022

A MEMORANDUM OF AGREEMENT

The Memorandum of Agreement ("MOA") is entered into by and between the Service Employees International Union Local 284 ("Union") and Independent School District No. 280, Richfield Public Schools ("District").

WHEREAS, the Union and the District (collectively, "the parties") are parties to a collective bargaining agreement which expires on June 30th, 2026, and continues in effect thereafter until superseded by a successor, governing the negotiated terms and conditions of employment for Paraprofessionals ("Employees") who are employed by the District ("the CBA", which refers both to the 2024-2026 CBA and its successors and, unless years are specified, should be understood to refer to whichever CBA is currently in effect); and

WHEREAS, during the 2023 legislative session, the state of Minnesota adopted new statutes, which were amended in 2024, governing the accrual and use of earned sick and safe time ("ESST"), namely Minnesota Statutes 181.9445 – 181.9448; and

WHEREAS, in the course of bargaining the CBA, the parties agreed to change the language in the CBA governing the use of sick leave to more closely align with new statutory language; and

WHEREAS, the parties further agreed to enter into this MOA to govern the use of sick leave in case the statutes identified herein are revised during the term of this MOA in a way that the language in the CBA would cause employees to have worse sick leave benefits than they had prior to the implementation of the 2024-26 CBA.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained within this MOA, the Union and the District agree to the following provisions governing the impact of any future changes to the statutes identified herein:

1. The parties will meet and confer on whether the MOA is still necessary, should be altered, or has been triggered whenever new applicable statutes are passed, existing statutes are amended, or the leave language in the CBA is changed.

2. This MOA will be triggered if, during the term of this MOA, the interaction of state sick leave laws and the language in the CBA ever cause employees to have worse sick leave benefits on the whole than they had under the terms of the 2022-2024 CBA.

3. If this MOA is ever triggered by the terms of Item 2 of the MOA then the following provisions of the 2022-2024 CBA will take effect, but in no event shall this result in an employee receiving duplicative benefits:

Section 1. Sick Leave

a. Sick leave allowance of ten (10) days per year, accumulative, shall be allowed.

b. Days of sick leave shall be credited when the school year starts. Employees who work less than the full school year shall receive sick leave on a pro rata basis.

c. An Employee may use one (1) day of accumulated sick leave for each day of illness of the Employee'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.

d. An employee who has been employed by the district for the most recent 12 month period and holds a 0.5 FTE or greater position may use up to twenty (20) days of accumulated sick leave during the school year as is medically necessary to care for an ill spouse, parent, step-parent, parent-in-law, sibling, grandchild, or grandparent.

e. An employee who has not been employed by the district for the most recent 12 month period and/or who does not hold a .5 FTE or greater position may use up to five (5) days in any one year of earned sick leave for illness in the immediate family. The immediate family shall include wife, husband, child, brother, sister, parent, guardian, or parent-in-law. These days will be deducted from available personal leave in Section 2.

Section 2. Personal Leave/Bereavement

Up to five (5) days in any one year of earned sick leave may be used for:
a. Death of a friend or relative.
b. Personal leave shall be granted for an appearance in court as a witness or in cases of legal action where it is mandatory that the employee be present.
c. Each employee may be granted two (2) days personal leave per year to handle important personal matters at the worker's own discretion. Requests for such leave must be made to their supervisor at least two (2) work days in advance. Not more than five percent (5%) of a building's unit employees, or two unit employees, whichever is greater, shall be permitted to use this personal leave at one time. Leave will be approved on a first-come, first-serve basis.
d. Only one day of personal leave 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 consecutive days connected to a break will be without pay unless otherwise authorized under Article VI of the contract. 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.

e. After five (5) in any one year additional personal leave days will be unpaid. In the event a Paraprofessional expends all available personal leave days during the school year and has a unique circumstance that requires absence from work, the Paraprofessional may request up to five (5) additional days of accumulated sick leave be made available during the year. Determination regarding eligibility for additional days of absence will be at the discretion of the District.

Section 4. Medical Certification

The School District may require an employee 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 employee, 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 an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required for unrelated intermittent leave, the employee will be so advised.

4. If Item 2 of this MOA is triggered, then when the current CBA expires, the parties will meet and negotiate in good faith on how to include sick, personal, and bereavement leave in future CBAs.

This MOA will take effect upon signature by both parties and will remain in effect until Item 2 has been triggered and then Item 4 has been fulfilled or until the successor to the CBA in effect on June 30, 2036, has been ratified by both parties and has taken effect, whichever is earlier. However the expiration of the MOA is triggered, it shall remain in effect until all grievance and arbitration timelines have been exhausted to contest that the conditions of the MOA have been faithfully carried out.

In the event any person asserts that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by all parties.

The parties recognize that this MOA is arising out of unique circumstances and therefore cannot be construed by either party in any proceeding, negotiation, or grievance as creating any past practice or establishing a precedent that in any way binds either party.

This MOA is enforceable under the grievance and arbitration procedures in the CBA and can be used in any proceedings for the purposes of its own enforcement.

This MOA constitutes the entire agreement between the parties relating to the subject matter addressed in this MOA. This MOA controls to the extent that it conflicts with the terms of the CBA. No changes to this MOA are valid until they are in writing and are signed by both parties.

The provisions of this MOA shall be severable if any provision hereof or the application of any such provision under any circumstances is held invalid by a court of competent jurisdiction, and it shall not affect any other provisions of this agreement or the application of any other provision hereof.

Craig Holje	Hal Goetz, Contract Organizer
Chief Human Resources and Administrative Officer ISD 280	SEIU Local 284
Date	Date

NEW BUSINESS - FOR ACTION **Agenda Item VI.D.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, April 21, 2025

Subject: Food & Nutrition Services Collective Bargaining Agreement for Years 2024-2026

(Recommended by superintendent)

That the board of education approve the tentative collective bargaining agreement for Food & Nutrition Services Employees for the period of July 1, 2024 through June 30, 2026.

Background Information

(Prepared by Craig Holje/Michelle Axell)

A tentative agreement was reached in April regarding the 2024-2026 Master Agreement with the Food & Nutrition Services Employees represented by SEIU Local 284. This agreement has been ratified by the Food & Nutrition Services Employees. It is recommended that the school board approve the agreement.

The changes to the agreement include the following:

Base Salary and Benefit Summary

Year 1: July 1, 2024 – June 30, 2025

1. Increase on all steps on pay rate schedule Kitchen Assistant: $0.75
2. Increase on all steps on pay rate schedule Production Cook: $1.00
3. Increase on pay rate schedule Kitchen Manager: $0.80 Step 1, $0.90 Step 2, $1.00 Step 3
4. Increase on pay rate schedule Production Manager: $1.00
5. Health Insurance
   a. Increase $100/month ($1,400/month) for district contribution toward family
   b. Increase VEBA contribution by $250 annually for all plans

Year 2: July 1, 2025 – June 30, 2026

1. Increase on all steps on pay rate schedule Kitchen Assistant: $0.75
2. Increase on all steps on pay rate schedule Production Cook: $1.05
3. Increase on pay rate schedule Kitchen Manager: $0.85 Step 1, $0.95 Step 2, $1.05 Step 3
4. Increase on pay rate schedule Production Manager: $1.05
5. Health Insurance
   a. Increase $200/month ($1,600/month) for district contribution toward family
6. Add longevity step after 5 years of service $0.15
7. Increase longevity steps by $.10 after 10 years of service, by $.15 after 15 years of service and $.20 after 20 years of service

8. Add summer incentive stipend- beginning summer 2025
    a. Kitchen Assistant - $1.00
    b. Production Cook - $1.25
    c. Kitchen Manager/Production Manager - $1.50
9. $110 One-Time Stipend Service Credit (hired February, March, April, May, or June)

Language Items

1. Added and adjusted language to align with new Minnesota statute provision for public employment
2. Aligned service credit to be effective July 1 of each year for employees
3. Aligned sick leave benefits with Minnesota statute provision for ESST-qualifying reasons
4. Incorporated Memorandum of Agreement on breaks and training days into the contract
5. Modified Memorandum of Agreement for special event work for clarity and to update the current items
6. Added discipline language
7. Change time limits in grievance section

RICHFIELD PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT NO. 280

SALARY SCHEDULE, FRINGE BENEFITS
AND WORKING CONDITIONS FOR

FOOD & NUTRITION SERVICES

~~2022~~2024-~~2024~~2026

THIS AGREEMENT ENTERED INTO BETWEEN THE SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD, MINNESOTA AND THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284, EFFECTIVE JULY 1,

~~2022~~2024 THROUGH JUNE 30, ~~2024~~ 2026 IN ACCORDANCE WITH THE PUBLIC EMPLOYMENT LABOR RELATIONS ACT OF 1971, AS AMENDED.

TABLE OF CONTENT

[Finalize table of contents here once contract approved by the Board of Education]

ARTICLE I 4
Recognition of Exclusive Representative 4
New Employee Information 4
Request for Dues Check Off 4
Employee Personnel File 4~~5~~

ARTICLE II JOB CLASSIFICATION AND SALARY SCHEDULE ~~5~~6
Section 1 Certification ~~5~~6
Section 2 Longevity 6
Section 3 Summer Stipend 6~~5~~
Section ~~3~~4 Pay Periods ~~5~~7
Section ~~4~~5 Pay Equity ~~5~~7
Section ~~5~~6 Substitute ~~6~~7
Section ~~6~~7 Uniform Allowance ~~6~~7
Section ~~7~~8 Salary Schedule Placement ~~6~~7

ARTICLE III
Section 1 ~~PROBATION PERIOD~~Notification 8
Section 2 Probation Period 8
~~6~~

ARTICLE IV PHYSICAL EXAMINATION ~~7~~9

ARTICLE V HOURS OF WORK ~~7~~10
Section 1 Work Week ~~7~~10
Section 2 Compensatory Time ~~7~~10
Section 3 Additional Work ~~7~~10
Section 4 Overtime Pay ~~8~~10
Section 5 Emergency Closing ~~8~~10

ARTICLE VI. LEAVES ~~8~~11
Section 1 Sick Leave ~~8~~11
Section 2 Bereavement Leave ~~9~~11
Section 3 Personal Leave ~~9~~12
Section 4 Medical Leave ~~9~~12
Section 5 Jury Duty ~~9~~12
Section 6 Leave of Absence ~~9~~12

ARTICLE VII HOLIDAYS ~~10~~12

ARTICLE VIII SENIORITY ~~10~~13

ARTICLE IX. VACANCIES ~~10~~13

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ARTICLE X	BENEFITS	~~11~~14
Section 1	Eligibility	~~11~~14
Section 2	Medical Benefits	~~12~~15
Section 3	Income Protection	~~13~~16
Section 4	Dental	~~13~~16
Section 5	Life Insurance	~~13~~16
Section 6	Tax Sheltered Annuity	~~14~~16
ARTICLE XI	RETIREMENT	~~14~~17
Section 1	Incentives for Retirements	~~14~~17
ARTICLE XII	GRIEVANCE PROCEDURE	~~15~~18
Section 1	Definition	~~15~~18
Section 2	Timeliness	~~15~~18
Section 3	Steps	~~15~~18
Section 4	Union Representation, Intervention and Initiation	~~16~~18
Section 5	Reprisals	~~16~~18
Section 6	Cost of Transcripts	~~16~~19
CONTRACT DOCUMENT AUTHORIZATION		~~17~~20
MEMORANDUMS OF AGREEMENT		~~18~~21

Be it resolved by the Board of Education of Independent School District No. 280:
The following articles constitute the terms of employment of Food & Nutrition Service employees of this District for the period of July 1, ~~2022~~ 2024 through June 30, ~~2024~~2026.

ARTICLE I.

RECOGNITION OF EXCLUSIVE REPRESENTATIVE:

Preamble: Recognizing that the Union is required by the provisions of the State of Minnesota Public Employment Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

NEW EMPLOYEE INFORMATION:

The Employer shall provide to the Exclusive Representative the following information on each new employee within thirty (30) calendar days of the employee's first date of work: name; home address; work email address; work phone number; job classification; shift; wage, number of hours normally scheduled in a work week; whether the position is a nine (9) month or twelve (12) month assignment; and building assignment. It is the responsibility of the Union to ensure that any data that is classified as private data under the Minnesota Government Data Practices Act that is transmitted by the District to the Union is maintained as private data.

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NEW EMPLOYEE UNION MEETING:

The Union shall be allowed to meet with newly hired employees for up to thirty (30) minutes at new employee orientations or, if there are no new employee orientations, within the first thirty (30) calendar days from the date of hire. The employee/union meeting will be held at a mutually agreed upon time between the Union and District and the new employee will be eligible to be paid for this time.

REQUEST FOR DUES CHECK OFF AND POLITICAL ACTION FUND CONTRIBUTION:

Pursuant to PELRA, the exclusive representative shall be allowed dues check off and political action fund contribution. Upon receipt ~~by the Human Resources Office of a properly executed authorization card~~ of notice from the Exclusive Representative that it has received an employee's authorization for the deduction of dues and /or political action fund contributions ~~by the employee~~, the School District will deduct from the employee's paycheck the dues and/or political action fund contributions that the employee has agreed to pay to the exclusive representative in equal installments. The dues deduction authorization remains in effect until the

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District receives notice from the Exclusive Representative that an employee has changed or canceled their authorization.

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The Union agrees to indemnify and hold harmless the School District and its agents, officers and employees against any and all claims, suits, orders, or judgments brought or issued against the School District as a result of any action taken or not taken as the result of a request of the Union under the provisions of this Article.

EMPLOYEE PERSONNEL FILE

Upon written or verbal request of an employee, the School District shall permit the employee to review his or her own personnel file within seven (7) working days after receipt of the request. The employee shall be permitted to attach a statement to any evaluation or discipline with which the employee disagrees. The School District shall provide a copy of documents within the personnel file upon an employee's request and without charge to the employee.

ARTICLE II.

JOB CLASSIFICATION AND SALARY SCHEDULE:

SALARY SCHEDULE:

Position/Step	~~2022-2023~~2024-2025	~~2023-2024~~2025-2026
Kitchen Assistant		
Step 1	~~17.38~~19.13	~~18.38~~19.88
Step 2	~~18.48~~20.23	~~19.48~~20.98
Step 3	~~19.58~~21.33	~~20.58~~22.08
Production Cook		
Step 1	~~19.18~~21.18	~~20.18~~22.23
Step 2	~~19.93~~21.93	~~20.93~~22.98
Step 3	~~20.68~~22.68	~~21.68~~23.73
Kitchen Manager		
Step 1	~~23.25~~25.05	~~24.25~~25.90
Step 2	~~23.70~~25.60	~~24.70~~26.55
Step 3	~~24.20~~26.20	~~25.20~~27.25
Production Manager		
Step 1	~~26.79~~28.79	~~27.79~~29.84

Section 1. Certification

Beginning on July 1, 2021, all employees with School Nutrition Association Certification on file in the District Office will be paid the following additional rate:

Certification Level 2 .10
Certification Level 3 .20
Certification Level 4 .30

Section 2. Longevity

Employees shall receive additional compensation per hour as follows:

	2024-25	2025-26
After 5 years of continuous service in the unit	--	$.15 per hour
After 10 years of continuous service in the unit	$0.20 per hour	$0.30 per hour
After 15 years of continuous service in the unit	$0.30 per hour	$0.45 per hour
After 20 years of continuous service in the unit	$0.40 per hour	$0.60 per hour

~~Employees shall receive additional compensation per hour as follows:~~
~~After 10 years of continuous service in the unit - $.20~~
~~After 15 years of continuous service in the unit - $.30~~
~~After 20 years of continuous service in the unit - $.40~~

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Section 3. Summer Incentive Stipend

Beginning of summer programming 2025, employees who work in the summer meal programming will receive a stipend amount over and above their base hourly rate of pay for the summer programming hours as detailed below:

Kitchen Assistant	$1.00
Production Cook	$1.25
Kitchen Manager/Production Manager	$1.50

Section 4. Service Credit

Effective July 1, 2025, step increases and longevity advancements will be effective July 1 of each year for employees hired prior to February 1 of that calendar year.

One-Time Stipend 2024-2026 Contract:
Employees whose most recent date of hire within the unit is prior to July 1, 2025, and was in the months of February, March, April, May, or June shall be given a one-time payment of $110 on their first regular paycheck for the 2025-2026 school year.

Section ~~3~~5. Pay Periods

Employees will be paid twice a month beginning September 20th and on the 5th and the 20th in the subsequent months up to and including June 20th of each year. Payroll information will be communicated via an electronic, web-based system.

Section ~~4~~6. Pay Equity

If the wage rates shown above are ruled to be out of compliance with pay equity legislation, a higher rate may be paid at the discretion of the District. The Union shall be given 10 day notice prior to any such increase in wage rates.

Section ~~5~~7. Substitute

In the absence of the Kitchen Manager, the Production Cook will take charge and will be paid at the Kitchen Manager wage rate. If a Kitchen Assistant is assigned to perform the work of either a Kitchen Manager or a Production Cook, the Kitchen Assistant will be paid at the respective Kitchen Manager or Production Cook wage rate. The wage rate change will apply after 2 days of continuous absence and be paid retroactive to the first day of substitution.

Section ~~6~~8. Uniform Allowance

(a) $175 uniform allowance.
(b) In addition to the uniform allowance, the District shall provide 5 new shirts to new employees. If uniform guidelines change and existing shirts are no longer permissible, the

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District shall provide all employees with 5 new shirts. District shall provide up to 3 new shirts to employees each year if needed due to wear and tear.
(c) Uniform guidelines will be determined annually by the District
(d) The employee shall determine the place of purchase.
(e) An employee must submit receipts to the School District. The School District will reimburse an employee within thirty (30) calendar days of receiving receipts from the employee.
(f) Rubber gloves, plastic & cloth aprons shall be furnished by the School District.
(g) Employees will submit a receipt for uniforms purchased by March 1st of each year to the Business office. Employees hired after March 1 during a school year, can submit a receipt within four weeks of start date and receive reimbursement.

Section ~~7~~9. Salary Schedule Placement

New employees will begin at step one, however, placement at the second or third steps may be authorized by the Director of Human Resources, or designee, to give credit for related experiences. Placement at the third step shall require consultation with the union steward. Employees will advance to the next step each twelve months from their hiring date.

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ARTICLE III.

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PROBATION PERIOD:

All new employees shall work a probationary period which shall consist of ninety (90) days of continuous service. A new employee shall not be considered a permanent employee until having successfully completed the 90-day probation period. At the District's request, the probationary period may be extended up to an additional ninety (90) days upon mutual agreement between the union steward and the district.

Employees switching classifications within the contract will be required to serve a new probationary period. An employee shall not be considered a permanent employee in this new position until having successfully completed the probationary period and acquired all required certifications. In the event an employee who has switched classifications does not successfully complete the probationary period after communication and opportunity to improve and/or achieved necessary certification, they will be offered the next available vacancy at or below their previous classification. If no vacancy exists, the individual would be placed on the substitute call list and retain rights to the vacancy and their seniority date for up to 18 months. While employees switching classifications will be considered probationary in their new role, they will not be at will employees and retain the rights indicated above. All employees must complete the required certification within the defined probationary period.

ARTICLE IV.

PHYSICAL EXAMINATIONS:

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

ARTICLE V.

HOURS OF WORK:

Section 1. Work Week
Five (5) eight-hour days, Monday through Friday, inclusive, shall constitute the regular work week.

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Section 2. Compensatory Time

All work performed in excess of forty (40) hours per week shall be compensated for at the rate of time and one-half. Consistent with federal law, vacation and holiday hours, sick leave and other leaves, paid and unpaid, shall not be considered as hours of work for purposes of calculating overtime.

Section 3. Additional Work

(a) An employee shall be paid at a rate of time and one-half for any scheduled work performed outside the regular work schedule on school days during the school year that is not contiguous to the employee's regular work schedule.
(b) For hours worked after eight (8) continuous hours of scheduled work, the employee and supervisor will agree whether those additional hours will be paid at a rate of time and one-half or whether the additional hours will be compensated by time off within the same pay period.
(c) An employee who is called back to work shall be paid at the rate of time and one-half for hours worked with a minimum of two hours pay regardless of whether the employee must actually perform two hours of work.
(d) Catering hours will be offered to members of the Nutrition Services team and will be considered optional.

Section 4. Overtime Pay

The Board shall pay for all overtime worked during any given month on the next regular payday provided the overtime report is in proper form, signed and approved.

Section 5. Breaks

Employees working four or more hours in a day shall receive one fifteen (15) minute paid break each day. District will schedule time and staffing. Employees may occasionally need to miss some or all of their break as determined by the District.

Section 6 Notification:

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(a) The District shall notify employees by June 15 of any mandatory training or other duty days occurring before the first day of the next school year.

(b) To the extent possible, the District shall notify employees by June 15 of any duty days scheduled on non-student contact days during the school year.

(c) During the school year, every effort shall be made to provide thirty (30) calendar days notice of training or other duty days occurring on non-student contact days. Attendance on these non-student contact days shall not be mandatory, but the District may require that employees make up the training online or on other days.

Section ~~5~~7. Emergency Closing

a) On days when all schools are officially closed by the Superintendent or designee, employees directed to stay home will suffer no loss of pay.

b) The District may reassign affected employees during the closing.

c) In the event of a lost contract day due to emergency closing, the district may schedule a make-up day when the employee will be expected to work his/her regular duties. Employees who are released from work on the emergency closing day, but required to work the make-up day will only receive compensation for the make-up day.

d) In the event an employee has a prior commitment on a make-up day, previously scheduled as a non-duty day, the employee will be permitted to use a personal leave day, if available, or take the day as an unpaid day. In the event the employee has extenuating circumstances and no remaining personal leave days, the employee may request an additional personal leave day to be allocated from accrued sick leave. Final approval for use of personal leave days and unpaid days will be at the discretion of the Director of Human Resources.

e) Twelve-month employees required to work the emergency closing day will receive compensatory time to be used within 30 days from the date of the emergency closing, but no later than the end of the school year.

f) Nothing in this section limits the district's authority for layoff of employees pursuant to Article VIII.

ARTICLE VI.

LEAVES:

Section 1. Sick Leave

(a) Sick leave allowance of ten (10) days per year, accumulative, shall be allowed. Employees earn sick leave at a rate equal to or more generous than the earned sick and safe time

(ESST) law requires and, thus, their accrual of suck leave satisfies the District's obligation to provide them with ESST leave.

(b) Days of sick leave shall be credited when the school year starts. Employees who work less than the full school year shall receive sick leave on a pro rata basis.

(c) ~~An Employee may use one (1) day of accumulated sick leave for each day of illness of the Employee'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.~~Employees may use sick leave for any ESST-qualifying reason outlined in Minnesota Statutes section 181.9447, as amended.

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~~(d) An Employee who has been employed by the District for the most recent 12 month period and holds a 0.5 FTE or greater position may use up to twenty (20) days of accumulated sick leave during the school year as is medically necessary to care for an ill spouse, parent, step-parent-in-law, adult child, sibling, grandchild, or grandparent.~~

~~(e) An Employee who has not been employed by the District for the most recent 12 month period and/or who does not hold a 0.5 FTE or greater position, may use up to five (5) days in any one year of earned sick leave for illness in the immediate family. The immediate family shall include wife, husband, child, brother, sister, parent, guardian or parents-in-law. These days will be deducted from available personal leave in Section 2.~~

Section 2. Bereavement Leave

Upon advance notice and arrangement with the food service director, up to five (5) days per year of paid leave, non-accumulative, may be used by an employee 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 3. Personal Leave

Each regularly employed worker shall be granted two (2) days of personal leave per year, which will be deducted from accumulated sick leave when used, to handle important personal matters at the worker's own discretion. Requests for such leave must be made to the food service director at least two (2) work days in advance. Not more than one employee shall be permitted to use this personal leave at one time per kitchen. Leave will be approved on a first-come, first-serve basis.

After the annual allocation identified above is used, additional personal leave days will be unpaid.

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Only one day of personal leave 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 otherwise authorized under Article VI of the contract. 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.

Section 4. Notice for Use of Sick Leave or Personal Leave~~Medical Leave:~~

If the need for use of sick leave is foreseeable, an employee must provide notification at least seven days in advance using established reporting procedures of the intent to use sick leave. If an employee's need for use of sick leave is unforeseeable, an employee must report their absence using established reporting procedures as soon as practicable.

Requests for personal leave must be made to the Director of Food & Nutrition at least two (2) work days in advance.

An employee is responsible for providing notification regarding which leave they are taking – sick leave or personal leave.~~The School District may require an Employee 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 Employee, 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 an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required for unrelated intermittent leave, the Employee will be so advised.~~

Section 5. Documentation of Use of Sick Leave or Personal Leave

The District may require employees to provide reasonable documentation as outlined in Minnesota Statutes section 181.9447, as amended, indicating that the sick leave or personal leave is being used for an ESST-qualifying reason. The final determination as to the eligibility of an employee for sick leave or personal leave is reserved for the District. If documentation is required, the employee will be so advised.

Section ~~5~~6. Jury Duty:

Employees shall be granted the additional amount to make up full pay if required to serve on Jury Duty.

Section ~~6~~7. Leave of Absence:

An employee granted a leave of absence shall suffer no loss of seniority or job rights except as provided herein.

To comply with the requirements of the PERA, any employee covered by this contract wherein the accumulated sick leave is entirely used, and said staff member is not able to return to their normal duties because of illness, the Board of Education will pass a resolution granting a temporary leave of absence and will notify the office of the PERA of this action. The "temporary leave of absence" shall be for the remainder of the school year during which the employees become disabled. This right will be extended the maximum of one (1) additional school year upon written request by the employee if the employee continues to be disabled.

ARTICLE VII.

HOLIDAYS:

All cafeteria employees will have nine (9) paid holidays; Labor Day, Thanksgiving Day, Day after Thanksgiving, one day at Winter Break, December 31st, New Year's Day, Martin Luther King Jr.'s Day or President's Day, Spring Holiday and Memorial Day.

In the event that any of the above referenced holidays fall on a regularly scheduled work day as provided in the school calendar, an alternative day will be designated by the employer following a meet and confer session with the union steward.

ARTICLE VIII.

SENIORITY:

The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. If an employee's position is eliminated or the hours reduced, the employee will be provided at least two weeks advance written notice. The employee shall have the right to displace the least senior employee in the same classification with the nearest equivalent hours or the least senior employee in a lower classification with the nearest equivalent hours, provided the employee has the qualifications to satisfactorily perform the job and has greater seniority. The displaced person shall then have the right to displace the least senior employee with the nearest equivalent hours in the next lower classification, etc., provided such employee has the necessary qualifications and seniority. In no event shall an employee displace another employee in a higher paid classification or with greater seniority. If any opening subsequently occurs, recall will be on the same basis in reverse. Employees will retain recall rights for a period of two (2) years. If an employee without good reason fails or refuses to return to work when recalled within five (5) days after the notice of recall, the employee shall lose their seniority rights. The Board shall determine what constitutes a good reason for failure to return to work when the employee has been recalled. Good cause shall include, but not be limited to, temporary illness and temporary absence from the city.

LAYOFF CLASSIFICATION CHART

Production Manager
Kitchen Manager
Production Cook
Kitchen Assistant

ARTICLE IX.

VACANCIES:

New positions, or vacancies of three (3) hours or more per day, will be posted on the district website for a period of five (5) working days. Increases to positions of less than one hour per day may be made without requiring a posting. The posting shall include the hours for that position. Applications of the interested parties should be sent to the Human Resources office.

The leading candidates whose background and abilities best meet the requirements as defined in the posted position will be called in for an interview by the Director of Human Resources or designee.

The selection of the candidate for the position will be made no later than 30 calendar days after the completion of the posting of the position. If the position is not filled, the position will be reposted and the timeline will be renewed.
A copy of the letter to the candidate(s) selected for the position shall be sent to the appropriate supervisor and the appropriate steward.

An internal applicant not granted a position has the right to request through the union steward the reasoning behind the administration's rejection of the application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job postings.

Employees placed into a position for which they do not hold the required certification will be given ninety (90) workdays to acquire certification as the required level. Additional time may be given for extenuating circumstances.

ARTICLE X.

BENEFITS

Section 1. Eligibility

(a) An employee must complete 30 calendar days of employment in order to be eligible to enroll in the District's fringe benefits program. The employee will be eligible for benefits on the 1st of the month following the completion of the 30 days referred to above.

(b) An employee must pay the employee's portion of premium for medical coverage one (1) month in advance, if the employee's earnings are not sufficient to cover any monthly premium amount which exceeds the District's maximum contribution.

(c) Part-time employees working more than 14 hours per week but less than 40 hours per week shall be eligible for medical, and dental benefits and life insurance. The monthly district contribution will be prorated according to the number of hours assigned of the 40-hour week. If the premium for the medical plan selected is less than the maximum district contribution specified in Section 1, then the monthly premium will be prorated according to the number of hours assigned of the 40-hour week.

Section 2. Medical Benefits

(a) The School District shall provide a program of single and dependent medical benefits. The District will select the insurance carrier 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 may be agreed upon via a Memorandum of Agreement between SEIU 284 and the District.

(b) Participation in the School District insurance 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 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 for the deductible plan. For information purposes only, this is the plan identified as Plan A during the ~~2022~~2024-~~2023~~ 2025 school year. In addition, the District will make a $~~1,000~~1,250 annual contribution, paid on a semi-annual basis, to the employee's VEBA account.

2. Dependent Coverage: Effective July 1, ~~2022~~2024, the District shall pay $~~1300.00 per month~~1,400 per month toward the cost of the dependent premium for the deductible plan. Effective July 1, 2025, the District shall pay $1,600 per month toward the cost of the dependent premium for the deductible plan. In addition, the District will make a $~~1,250~~1,500 annual contribution, paid on a semi-annual basis, to the employee's VEBA account.

3. The employer will contribute up $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.

Each employee enrolled in the program shall contribute, through payroll deduction, any premium amount which exceeds the Districts maximum contribution. Enrollment in the program shall be on an annual basis.

(d) All employees who have at least 15 years of continuous employment in the Richfield School District and who are at least age fifty-five (55) may continue* to participate in the District Hospitalization-Major Medical program. An employee who retires will also be allowed to continue* in the District Dental program. For employees hired prior to January 1, 2011, the District contribution for retired employees participating in Hospitalization-Major Medical and Dental programs will be adjusted so that it is the same for retired employees as it is for active employees. Any additional premium cost must be paid by the retiree and will be increased annually. This provision shall apply until the individual becomes eligible for another employers,* or any other health plan, or according to the following schedule, whichever comes first.

Completion of 15 years in Richfield	48 months
Completion of 20 years in Richfield	60 months
Completion of 25 years in Richfield	72 months
Completion of 30 years in Richfield	120 months

* "continue" means that the employee has enrolled in the medical and dental plans he/she desires to participate in following retirement during the open enrollment period that takes place at least 12 months prior to retirement.
*Provided the aggregate value of benefits of another employer's medical insurance is not less than the medical insurance plan in effect for ISD 280, nor will the employee payment for another employer's premiums be greater than the amount required by the Labor agreement in effect between ISD 280 and SEIU 284 Cafeteria personnel.

(e) For employees hired after December 31, 2010 the District will contribute toward a post-employment Health Reimbursement Account (HRA) established for the individual with a third party administrator identified by the District. Funds will accrue in the individual's account and become available to the employee at time of separation from the District. The District will make contributions to the account as follows:

1. $2,500 at the completion of 10 years in the District; and

2. $250 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 the employee's FTE for the period covered.

4. The District makes no representations or guarantees regarding the tax qualified status of any Health Care Savings Plan selected.

(f) Employees who retired prior to September 30, 2000 and who are eligible and have maintained post retirement medical and dental coverage will retain such coverage concurrent with the terms and conditions of the 1998-2000 Cafeteria Master Agreement.

Section 3. Income Protection

(a) The School District shall make available a contributory income protection plan for all 40-hour employees. Benefits shall begin after the seventy-eighth (78th) calendar day of total disability. Acceptance of this provision is voluntary on the part of the employee but no additional compensation will be made to those who choose not to accept coverage.

(b) The District will pay the cost of the Long-Term Disability (LTD) insurance to a maximum of two-hundred and fifty-five ($255) dollars per year for each participant. The employee will pay the balance.

(c) The District will continue to pay the district contribution toward the premium amounts for medical and dental insurance coverage for a period of 24 months from the date of disability for those individuals on long term disability who were participating in those programs at the time of their disability. After the 24th month on long term disability, the district contribution toward the health insurance premium shall equal the cost of the single premium for the high deductible plan for medical insurance and premium for dental insurance. District contributions toward these insurances will continue until the individual becomes eligible for Medicare or Medicaid benefits.

Section 4. Dental Insurance

The School District will purchase dental insurance for all full time employees and their dependents. The District shall contribute to a maximum of $59.00 effective July 1, 2022, for a plan based on a composite bid quotation. If the composite cost exceeds the District contribution, the excess amount shall be prorated on a monthly basis among the employees with dependent coverage.

Section 5. Life Insurance

Employees will receive a five thousand ($5,000) dollar term life insurance policy.

Section 6. Tax Shelter Annuities

(a) All personnel may participate in the Tax Sheltered Annuities program.

(b) All employees who wish to enter the Tax Sheltered Annuity 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 office. Entry into the program may occur at any time. The District Tax Sheltered Annuity Form must be completed and returned to the District Human Resources office at least thirty (30) days before the payroll date on which tax deduction is to begin.

(c) An employee who has filed the District Tax Sheltered Annuity program form shall have that program automatically continue for the identified dollar or percentage amounts as indicated on the form until changed or cancelled. 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.

(d) The District will contribute on a matching basis up to 1% of salary for employees beginning after five (5) years of employment and up to 2% of salary upon completion of eight (8) years of employment. Initial entry or re-entry into the District matching program shall occur on September 1 or January 1 of each year provided the District Tax Sheltered Annuity form is submitted to the Human Resources office 30 days in advance.

ARTICLE XI.

RETIREMENT:

Section 1. Incentives for Retirement

(a) An individual who has at least ten years of credited experience in the Richfield Public Schools and who is at least age fifty-five (55) shall receive severance pay upon resignation. For purposes of this section, credited experience is defined as the number of years the employee works more than 14 hours per week. The amount of severance pay shall be based on accrued sick leave. Accrued sick leave shall mean the number of days the individual has accumulated at the effective date of retirement. The individual's severance pay shall be the sum of the applicable amounts determined by the provisions of both Subdivisions (c) and (d).

Severance pay is considered earned only after the employee completes active employment through the Board approved retirement date.

(b) This benefit will be prorated in relationship to the number of hours worked at the time of retirement, for example:

eight-hour personnel -- 8/8
seven-hour personnel -- 7/8
six-hour personnel -- 3/4
etc.

(c) The individual shall multiply accumulated sick leave by the appropriate percentage from the chart below. The product of this multiplication shall then be multiplied by sixty-five ($65.00) dollars for the years 2022-2023 and 2023-2024 to determine the severance pay for this

Subdivision. In no case, however, shall the benefit from this Subdivision exceed seven thousand five hundred ($7,500) dollars.

Ninety (90%) of accrued sick leave

(d) An individual who has at least fifteen (15) years of credited experience in the Richfield School District shall be paid the following amount as defined in Subdivision (a):

$3,500

(e) The individual shall receive the amount of severance pay in one (1) lump sum payment within thirty (30) days of the last date of employment by the District.

If an individual dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lack of same, to the deceased's estate.

(f) The provisions of the Richfield Public School Incentive for retirement shall apply to resignations for retirement for 2018-2019 and 2019-2020.

ARTICLE XII.

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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 nutrition services employee is disciplined, beyond verbal notification, they are 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 nutrition services employee to present their 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.
3. Termination.

Section 4: Miscellaneous

A. A nutrition services employee will be informed of the right to have a Union representative present at each level of discipline.

B. A nutrition services employee may grieve any level of discipline through the procedures of Article XIV (Grievance Procedure).

C. Employees who are to be terminated shall be notified in writing of such action together with a statement of the reason(s) for the discharge.

D. Termination during the probation period shall not be grievable.

E. Nutrition service employees may be suspended with pay during investigations. It is understood that suspension with pay does not constitute discipline.

ARTICLE XIII.

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GRIEVANCE PROCEDURE:

Section 1. Definition

A grievance shall mean a written complaint by an employee, group of employees, or the union that there has been a violation, misinterpretation, or misapplication of this agreement.

Section 2. Timeliness

Within fifteen (15) working days following knowledge of the act or condition which is the basis of the complaint, the grievant may file a grievance beginning at Step 1 and proceeding through each succeeding step until the grievance has been resolved. Except by mutual agreement, failure by the employer at any step to communicate a decision within the specified time limit shall permit the grievant to proceed to the next step; likewise, failure by the grievant at any step to appeal a grievance to the next step within the specified time limit shall be considered acceptance of the decision at that step. The time limits for decision or appeal are as follows: Step 1 - ~~five (5)~~ten (10) working days; Step 2 - ten (10) working days; Step - 3 ten (10) working days. Decision or appeal should be completed as soon as possible but shall not exceed the time limit specified.

Section 3. Steps

Step 1: The cognizant supervisor. (The cognizant supervisor shall be the individual directly responsible for the operation of the department in which the grievant works. In this unit it will be the ~~Supervisor~~ Director of Food & Nutrition Services.)

Step 2: Director of Human Resources.

Step 3: The Superintendent of Schools or designee.

Step 4: Arbitration under the Public Employment Labor Relations Act of 1971, incorporating the use of one arbitrator, the arbitrator's award being final and binding upon the parties.

Section 4. Union Representation, Intervention and Initiation

All employees shall have the right of union representation at each step. The union shall have the right to intervene and present its position at any step in the grievance procedure. The union itself may initiate a grievance on any matter affecting the application or interpretation of this agreement.

Section 5. Reprisals

No reprisals shall be invoked against any employee for processing a grievance.

Section 6. Cost of Transcript

The cost of a transcript of the arbitration shall be borne by the party demanding the transcript. If no demand is made, but a transcript is required, the cost shall be shared equally by the parties involved.

FOOD & NUTRITION SERVICES CONTRACT DOCUMENT AUTHORIZATION

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: SEIU Local 284
450 Southview Boulevard
South St. Paul, MN 55075

_____
Union Representative

_____
Union Representative

_____
Union Representative

Dated this____day of_____, ~~2023~~2025

For: Richfield Public Schools #280
7001 Harriet Avenue South
Richfield, Minnesota 55423

_____
Board of Education Chair

_____
Board of Education Clerk

_____
Superintendent of Schools

Dated this____day of_____, ~~2023~~2025

THIS AGREEMENT shall be in force from July 1, 2022 through June 30, 2024, and shall continue as is from year to year unless either party shall notify the other in writing sixty (60) days prior to expiration date of their desire to re-open negotiations.

MEMORANDUM OF AGREEMENT
Between
RICHFIELD PUBLIC SCHOOLS ISD #280
And
SEIU LOCAL 284 – RICHFIELD FOOD AND NUTRITION SERVICES

This Memorandum of Agreement ("MOA") is entered into by and between Independent School District No. 280, Richfield ("District") and SEIU Local 284 Food and Nutrition Services ("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 Nutrition Services;

WHEREAS, the parties desire to create clarity in the current contract language when event catering situations occur at various times during a calendar year;

WHEREAS, the parties desire to ensure that employees are paid appropriately based on the catering event they have agreed to work;

NOW, THEREFORE, BE IT AGREED:

Richfield School District and Union agree that:

1. Catering events will be categorized in two ways; those held within the normal school year and those held outside of the normal school year calendar.

2. Catering events held during the normal school year calendar, which includes all days between the first day of school and the last day of school, and are considered school district events will not be paid at time and one-half, unless the time accrued is beyond a 40-hour work week, or if the customer is billed for an overtime rate for labor, or if they return after having left their regular assignment.

3. Catering or outside rental events held during the normal school year calendar that are not considered school district events will be paid at the rate of time and one-half.

4. Catering events held outside of the normal school year calendar will be paid at the employee's regular rate of pay times time and half. District sponsored events, including but not limited to, training, professional development, workshops, meetings, conferences, open houses, and back to school events, are not to be included in this category and will be paid at the employees' regular rate of pay unless the time accrued is beyond a 40-hour work week, or if the customer is billed for an overtime rate for labor.

Term. This MOA will take effect immediately upon ratification of this agreement and will automatically expire on June 30, 2024 or upon ratification of the 2024 – 2026 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 clarifying and supporting Food Service workers in their current role. 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 executed this Agreement as follows:

For: SEIU Local 284 450 Southview Boulevard South St. Paul, MN 55075	For: Richfield Public Schools #280 7001 Harriet Avenue South Richfield, Minnesota 55423
_____ Union Representative	_____ Board of Education Chair
_____ Union Representative	_____ Board of Education Clerk
_____ Union Representative	_____ Superintendent of Schools
Dated this ____ day of _____, 20232025	Dated this ____ day of _____, 20232025

MEMORANDUM OF AGREEMENT
Between
RICHFIELD PUBLIC SCHOOLS ISD #280
And
SEIU LOCAL 284 – RICHFIELD FOOD AND NUTRITION SERVICES

The Memorandum of Agreement ("MOA") is entered into by and between the Service Employees International Union Local 284 ("Union") and Independent School District No. 280, Richfield Public Schools ("District").

WHEREAS, the Union and the District (collectively, "the parties") are parties to a collective bargaining agreement which expires on June 30th, 2026, and continues in effect thereafter until superseded by a successor, governing the negotiated terms and conditions of employment for Nutrition Services workers ("Employees") who are employed by the District ("the CBA"); and

WHEREAS, in the course of bargaining the CBA, the parties agreed to implement new language governing the terms and conditions of special event work performed by Employees; and

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained within this MOU, the Union and the District agree to the following provisions governing the terms and conditions of employment for Employees performing special event work:

1. Events sponsored by the District will not be paid at the overtime rate of time-and-a-half unless they meet one of the following conditions: (1) the employee is otherwise eligible for overtime pay per another part of this agreement, (2) the customer is billed for an overtime rate for labor, or (3) if the employee is returning after having already finished their regular assignment for the day.

2. Catering events not sponsored by the District will be paid at the overtime rate of time-and-a-half.

3. Employees will be assigned to staff these events in the following manner:
a. First, it will be offered to the Kitchen/Production Manager at the building in question
b. Second, any open positions will be offered to the Production Cook(s) at the building in question
c. Third, any open positions will be offered to the Kitchen Assistant(s) at the building in question
d. Fourth, any remaining positions will be offered to Employees at other buildings in the District in the order above (i.e., Managers, Production Cooks, then Assistants)
e. Lastly, it is agreed that these steps are subject to the need by the District to staff events with Employees who possess licenses required by the state or federal government. Any Employees who do not possess a license required for a position can be skipped in the steps laid out here.

This MOA will take effect upon signature by both parties and will remain in effect until the CBA is superseded by a successor.

In the event any person asserts that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by all parties.

The parties recognize that this MOA is arising out of unique circumstances and therefore cannot be construed by either party in any proceeding, negotiation, or grievance as creating any past practice or establishing a precedent that in any way binds either party.

This MOA is enforceable under the grievance and arbitration procedures in the CBA and can be used in any proceedings for the purposes of its own enforcement.

This MOA constitutes the entire agreement between the parties relating to the subject matter addressed in this MOA. This MOA controls to the extent that it conflicts with the terms of the CBA. No changes to this MOA are valid until they are in writing and are signed by both parties.

The provisions of this MOA shall be severable if any provision hereof or the application of any such provision under any circumstances is held invalid by a court of competent jurisdiction it shall not affect any other provisions of this agreement or the application of any other provision hereof.

Craig Holje	Hal Goetz, Contract Organizer
Chief Human Resources and Administrative Officer ISD 280	SEIU Local 284
Date	Date

A MEMORANDUM OF AGREEMENT

The Memorandum of Agreement ("MOA") is entered into by and between the Service Employees International Union Local 284 ("Union") and Independent School District No. 280, Richfield Public Schools ("District").

WHEREAS, the Union and the District (collectively, "the parties") are parties to a collective bargaining agreement which expires on June 30th, 2026, and continues in effect thereafter until superseded by a successor, governing the negotiated terms and conditions of employment for Nutrition Services employees ("Employees") who are employed by the District ("the CBA", which refers both to the 2024-2026 CBA and its successors and, unless years are specified, should be understood to refer to whichever CBA is currently in effect); and

WHEREAS, during the 2023 legislative session, the state of Minnesota adopted new statutes, which were amended in 2024, governing the accrual and use of earned sick and safe time ("ESST"), namely Minnesota Statutes 181.9445 – 181.9448; and

WHEREAS, in the course of bargaining the CBA, the parties agreed to change the language in the CBA governing the use of sick leave to more closely align with new statutory language; and

WHEREAS, the parties further agreed to enter into this MOA to govern the use of sick leave in case the statutes identified herein are revised during the term of this MOA in a way that the language in the CBA would cause employees to have worse sick leave benefits than they had prior to the implementation of the 2024-26 CBA.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained within this MOA, the Union and the District agree to the following provisions governing the impact of any future changes to the statutes identified herein:

1. The parties will meet and confer on whether the MOA is still necessary, should be altered, or has been triggered whenever new applicable provisions statutes are passed, existing statutes are amended, or the leave language in the CBA is changed.

2. This MOA will be triggered if during the term of this MOA, the interaction of state sick leave laws and the language in the CBA ever cause employees to have worse sick leave benefits on the whole than they had under the terms of the 2022-2024 CBA.

3. If this MOA is ever triggered by the terms of Item 2 of the MOA then the following provisions of the 2022-2024 CBA will take effect, but in no event shall this result in an employee receiving duplicative benefits:

Section 1. Sick Leave

a. Sick leave allowance of ten (10) days per year, accumulative, shall be allowed.

b. Days of sick leave shall be credited when the school year starts. Employees who work less than the full school year shall receive sick leave on a pro rata basis.

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c. An Employee may use one (1) day of accumulated sick leave for each day of illness of the Employee'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.

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d. An employee who has been employed by the district for the most recent 12 month period and holds a 0.5 FTE or greater position may use up to twenty (20) days of accumulated sick leave during the school year as is medically necessary to care for an ill spouse, parent, step-parent, parent-in-law, sibling, grandchild, or grandparent.

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e. An employee who has not been employed by the district for the most recent 12 month period and/or who does not hold a .5 FTE or greater position may use up to five (5) days in any one year of earned sick leave for illness in the immediate family. The immediate family shall include wife, husband, child, brother, sister, parent, guardian, or parent-in-law. These days will be deducted from available personal leave in Section 2.

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Section 4. Medical Leave:

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The School District may require an employee 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 employee, 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 an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required for unrelated intermittent leave, the employee will be so advised.

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4. If Item 2 of this MOA is triggered, then when the current CBA expires, the parties will meet and negotiate in good faith on how to include sick, personal, and bereavement leave in future CBAs.

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This MOA will take effect upon signature by both parties and will remain in effect until Item 2 has been triggered and then Item 4 has been fulfilled or until the successor to the CBA in effect on June 30, 2036, has been ratified by both parties and has taken effect, whichever is earlier. However the expiration of the MOA is triggered, it shall remain in effect until all grievance and arbitration timelines have been exhausted to contest that the conditions of the MOA have been faithfully carried out.

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In the event any person asserts that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by all parties.

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The parties recognize that this MOA is arising out of unique circumstances and therefore cannot be construed by either party in any proceeding, negotiation, or grievance as creating any past practice or establishing a precedent that in any way binds either party.

This MOA is enforceable under the grievance and arbitration procedures in the CBA in effect at the time of the alleged grievance and can be used in any proceedings for the purposes of its own enforcement.

This MOA constitutes the entire agreement between the parties relating to the subject matter addressed in this MOA. This MOA controls to the extent that it conflicts with the terms of the CBA. No changes to this MOA are valid until they are in writing and are signed by both parties.

The provisions of this MOA shall be severable if any provision hereof or the application of any such provision under any circumstances is held invalid by a court of competent jurisdiction, and it shall not affect any other provisions of this agreement or the application of any other provision hereof.

Craig Holje	Hal Goetz, Contract Organizer
Chief Human Resources	SEIU Local 284
and Administrative Officer	
ISD 280	
Date	Date

~~MEMORANDUM OF AGREEMENT~~
~~Between~~
~~RICHFIELD PUBLIC SCHOOLS ISD #280~~
~~And~~
~~SEIU LOCAL 284 – RICHFIELD FOOD AND NUTRITION SERVICES~~

~~This Memorandum of Agreement ("MOA") is entered into by and between Independent School District No. 280, Richfield ("District") and SEIU #284 Richfield Food and Nutrition Services ("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 Food and Nutrition Services.~~

~~WHEREAS, the District and Union desire to develop an effective working relationship that promotes ongoing communication regarding work schedules and professional development opportunities.~~

~~NOW, THEREFORE, BE IT AGREED that the following topics and goals be discussed during outside of collective bargaining through a Collaborative Work Group comprised of District administration and Union members, beginning in spring 2023, to address the implementation of the following:~~

The District shall notify employees by June 15 of any mandatory trainings or other duty days occurring before the school year begins.

To the extent possible, the District shall notify employees by June 15 of any duty days scheduled on non-student contact days during the school year.

During the school year, every effort shall be made to provide thirty (30) calendar days notice of trainings or other duty days occurring on non-student contact days. Attendance on these non-student contact days shall not be mandatory, but the District may require that employees make up the training online or on other days.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: SEIU Local 284 450 Southview Boulevard South St. Paul, MN 55075	For: Richfield Public Schools #280 7001 Harriet Avenue South Richfield, Minnesota 55423
_____ Union Representative	_____ Board of Education Chair
_____ Union Representative	_____ Board of Education Clerk
_____ Union Representative	_____ Superintendent of Schools
Dated this____day of_____, 2023	Dated this____day of_____, 2023

Term. This MOA will take effect upon ratification of the 2022 – 2024 CBA.Sunset MOA on training days

MEMORANDUM OF AGREEMENT
Between
RICHFIELD PUBLIC SCHOOLS ISD #280
And
SIEU LOCAL 284 – RICHFIELD FOOD AND NUTRITION SERVICES

This Memorandum of Agreement ("MOA") is entered into by and between Independent School District No. 280, Richfield ("District") and SEIU #284 Richfield Food and Nutrition Services ("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 Nutrition Services

WHEREAS, the District and Union desire to develop an effective working relationship that promotes ongoing communication regarding work schedules and breaks.

NOW, THEREFORE, BE IT AGREED that the following topics and goals be discussed during outside of collective bargaining through a Collaborative Work Group comprised of District administration and Union members, beginning in spring 2021, to address the implementation of the following:

~~Beginning with the 2021-2022 school year, employees working four or more hours shall receive one fifteen (15) minute paid break each day, in lieu of the 20 minute unpaid break they were previously scheduled to receive.~~

~~District will schedule time and staffing so that breaks can realistically be taken.~~

~~It is understood that employees may occasionally need to miss some or all of their break to deal with problems in the kitchen.~~

~~IN WITNESS WHEREOF, the parties have executed this Agreement as follows:~~

~~For: SEIU Local 284~~	~~For: Richfield Public Schools #280~~
~~450 Southview Boulevard~~	~~7001 Harriet Avenue South~~
~~South St. Paul, MN 55075~~	~~Richfield, Minnesota 55423~~
~~Union Representative~~	~~Board of Education Chair~~
~~Union Representative~~	~~Board of Education Clerk~~
~~Union Representative~~	~~Superintendent of Schools~~
~~Dated this____day of_____, 2023~~	~~Dated this____day of_____, 2023~~

~~Term. This MOA will take effect upon ratification of the 2022 – 2024 CBA.~~Sunset MOA on Breaks

NEW BUSINESS - FOR ACTION **Agenda Item VI.E.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, April 21, 2025

Subject: Administrative and Management Support Professionals Collective Bargaining Agreement for Years 2024-2026

(Recommended by superintendent)

That the board of education approve the tentative collective bargaining agreement for Administrative and Management Support Employees for the period of July 1, 2024 through June 30, 2026.

Background Information

(Prepared by Craig Holje/Michelle Axell)

A tentative agreement was reached in April regarding the 2024-2026 Master Agreement with the Administrative and Management Support Employees represented by SEIU Local 284. This agreement has been ratified by the Administrative and Management Support Employees. It is recommended that the school board approve the agreement.

The changes to the agreement include the following:

Base Salary and Benefit Summary

Year 1: July 1, 2024 – June 30, 2025

1. Increase on pay rate schedule for all positions at all steps: $1.10
2. Health Insurance
   a. Increase $100/month ($1,400/month) for district contribution toward family
   b. Increase VEBA contribution by $250 annually for all plans
3. Add 1 additional vacation day
4. Add Juneteenth as a holiday

Year 2: July 1, 2025 – June 30, 2026

1. Increase on pay rate schedule for all positions at all steps: $1.25
2. Health Insurance
   a. Increase $200/month ($1,600/month) for district contribution toward family
3. Add longevity step after 5 years of service $0.15
4. Increase longevity steps by $.10 after 10 years of service, by $.15 after 15 years of service and $.20 after 20 years of service
5. $130 One-Time Stipend Service Credit (hired February, March, April, May, or June)
6. Increase on number of vacation days earned based on years of service

Language Items

1. Added and adjusted language to align with new Minnesota statute provision for public employment
2. Aligned service credit to be effective July 1 of each year for employees

3. Aligned sick leave benefits with Minnesota statute provision for ESST-qualifying reasons
4. Adjusted number of months per year employees will receive their pay
5. Added Memorandum of Agreement for 11 month employees hired before July 1, 2024 to outlines the process for transitioning change in number of months of pay
6. Added discipline language
7. Change time limits in grievance section

RICHFIELD PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT NO. 280

SALARY SCHEDULE, FRINGE BENEFITS
AND WORKING CONDITIONS FOR

ADMINISTRATIVE and MANAGEMENT SUPPORT PROFESSIONALS
~~2022~~2024-~~2024~~2025

THIS AGREEMENT ENTERED INTO BETWEEN THE SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD, MINNESOTA AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, EFFECTIVE JULY 1, ~~2018~~ 2024 THROUGH JUNE 30, ~~2022~~ 2026 IN ACCORDANCE WITH THE PUBLIC EMPLOYMENT LABOR RELATIONS ACT OF 1971, AS AMENDED.

TABLE OF CONTENT

[Finalize table of contents here once contract approved by the Board of Education]

ARTICLE I
- Recognition of Exclusive Representative 4
- New Employee Information 4
- Request for Dues Check Off 4
- Employee Personnel File 4

ARTICLE II SALARY SCHEDULE 5

ARTICLE III 6
- Probationary Period 6
- Resignation or Separation of Employment 6
- Notice of Layoff 7

ARTICLE IV PHYSICAL EXAMINATIONS 7

ARTICLE V HOURS OF WORK 7

ARTICLE VI PAID LEAVES OF ABSENCE 8
- Sick Leave 8
- Disaster Leave 9
- Personal Leave and Bereavement Leave 10
- Jury Duty 10
- Medical Certification 10

ARTICLE VII VACATIONS 11

ARTICLE VIII HOLIDAYS 12

ARTICLE IX UNPAID LEAVE OF ABSENCE 12
- Section 1 Temporary Leave of Absence 12
- Section 2 Child Care Leave of Absence 12

ARTICLE X SENORITY 13

ARTICLE XI VACANCIES 14

ARTICLE XII BENEFITS 15
- Section 1 Eligibility 15
- Section 2 Medical Benefits 15
- Section 3 Income Protection 17
- Section 4 Dental Insurance 18
- Section 5 Life Insurance 18

Section 6 Insurance Committee 18
Section 7 Tax Sheltered Annuities 18

ARTICLE XIII RETIREMENT 19
Section 1 Incentives for Retirement 19

ARTICLE XIV GRIEVANCE PROCEDURE 20
Section 1 Definition
Section 2 Timelines 20
Section 3 Steps 20
Section 4 Union Representation, Intervention, and Initiation 21
Section 5 Reprisals 21
Section 6 Cost of Transcript 22

CONTRACT DOCUMENTATION AUTHORIZATION 23

Be it resolved by the Board of Education of Independent School District No. 280:

The following articles constitute the terms of employment of Administrative and Management Support Professionals of the District for the period of July 1, ~~2022~~ 2024 through June 30, ~~2024~~ 2026 in compliance with the Public Employment Labor Relations

Act of 1971, and as amended, hereinafter referred to as the Public Employment Labor Relations Act.

ARTICLE I.

RECOGNITION OF EXCLUSIVE REPRESENTATIVE:

Preamble: Recognizing that the Union is required by the provisions of the State of Minnesota Public Employment Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

NEW EMPLOYEE INFORMATION:

The Employer shall provide to the Exclusive Representative the following information on each new employee within thirty (30) calendar days of the employee's first date of work: name; home address; work email address; work phone number; job classification; shift; wage, number of hours normally scheduled in a work week; whether the position is a nine (9) month or twelve (12) month assignment; and building assignment. It is the responsibility of the Union to ensure that any data that is classified as private data under the Minnesota Government Data Practices Act that is transmitted by the District to the Union is maintained as private data.

NEW EMPLOYEE UNION MEETING:

The Union shall be allowed to meet with newly hired employees for up to thirty (30) minutes at new employee orientations or, if there are no new employee orientations, within the first thirty (30) calendar days from the date of hire. The employee/union meeting will be held at a mutually agreed upon time between the Union and District and the new employee will be eligible to be paid for this time.

REQUEST FOR DUES CHECK OFF AND POLITICAL ACTION FUND CONTRIBUTION:

Pursuant to PELRA, the exclusive representative shall be allowed dues checkoff and political action fund contribution. Upon receipt ~~by the Human Resources Office of a properly executed authorization card~~of notice from the Exclusive Representative that it has received an employee's authorization for the deduction of dues and/or political action fund contributions ~~by the employee~~, the School District will deduct from the employee's paycheck the dues and/or political cation fund contributions that the employee has agreed to pay to the exclusive representative in equal installments. The dues deduction authorization remains in effect until the district receives notice from the Exclusive Representative that an employee has changed or canceled threir authorization.

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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, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided in this Agreement.

EMPLOYEE PERSONNEL FILE

Upon written or verbal request of an employee, the School District shall permit the employee to review his or her own personnel file within seven (7) working days after receipt of the request. The employee shall be permitted to attach a statement to any evaluation or discipline with which the employee disagrees. The School District shall provide a copy of documents within the personnel file upon an employee's request and without charge to the employee.

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ARTICLE II.

SALARY SCHEDULE:

Position/Step	~~2022-2023~~2024-2025	~~2023-2024~~2025-2026
Management Assistant		
Step 1	~~27.60~~29.50	~~28.40~~30.75
Step 2	~~29.60~~31.50	~~30.40~~32.75
Step 3	~~31.60~~33.50	~~32.40~~34.75
Administrative Assistant 4		
Step 1	~~24.82~~26.72	~~25.62~~27.97
Step 2	~~26.82~~28.72	~~27.62~~29.97
Step 3	~~28.82~~30.72	~~29.62~~31.97
Administrative Assistant 3		
Step 1	~~22.62~~24.52	~~23.42~~25.77
Step 2	~~24.62~~26.52	~~25.42~~27.77
Step 3	~~26.62~~28.52	~~27.42~~29.77
Administrative Assistant 2		
Step 1	~~21.58~~23.48	~~22.38~~24.73
Step 2	~~23.58~~25.48	~~24.38~~26.73
Step 3	~~25.58~~27.48	~~26.38~~28.73
Administrative Assistant 1		
Step 1	~~19.39~~21.29	~~20.19~~22.54
Step 2	~~21.39~~23.29	~~22.19~~24.54
Step 3	~~23.39~~25.29	~~24.19~~26.54

LONGEVITY:
Employees shall receive additional compensation per hour as follows:

	2024-25	2025-26
After 5 years of continuous service in the unit	--	$0.15 per hour
After 10 years of continuous service in the unit	$0.20 per hour	$0.30 per hour
After 15 years of continuous service in the unit	$0.30 per hour	$0.45 per hour
After 20 years of continuous service in the unit	$0.40 per hour	$0.60 per hour

~~After 10 years of continuous service in the unit. $.20 per hour~~
~~After 15 years of continuous service in the unit $.30 per hour~~
~~After 20 years of continuous service in the unit. $.40 per hour~~

BILINGUAL STIPEND:

Employees working in positions for which the District indicates a need or preference for a bilingual proficiency will receive an additional $.20/hour.

Board approved leave of absences for all or part of a year do not count as interruption of service, nor do they count as credit towards longevity.

SERVICE CREDIT:

Effective July 1, 2025, step increases and longevity advancements will be effective July 1 of each year for employees hired prior to February 1 of that calendar year.

One-Time Stipend 2024-2026 Contract:

Employees whose most recent date of hire within the unit is prior to July 1, 2025, and was in the months of February, March, April, May, or June shall be given a one-time payment of $130 on their first regular paycheck for the 2025-2026 school year.

Employees will be paid twice a month on the 5th and 20th. Payroll information will be communicated via an electronic, web-based system. Employees will receive their pay according to the number of months per year they work as detailed below:

Employees will be paid twice a month on the 5th and 20th. Payroll information will be communicated via an electronic, web-based system. Employees will receive their pay according to the number of months per year they work as detailed below:

1. Ten Month Employees: Payments begin with the August 20 payroll of each year, totaling 21 paychecks annually.

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2. Eleven Month Employees: Payments begin with the August 5 payroll of each year, totaling 22 paychecks annually.

   Employees hired as an eleven-month employee prior to July 1, 2024, will have the option to either use the same method above or to receive checks as if they were a 12-month employee with payments starting on the August 5 payroll and the remainder paid to them on the June 20 payroll.

3. Twelve Month Employees: Payments begin with the July 5 payroll of each year, totaling 24 paychecks annually

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New employees will begin at step one, however, placement at the second or third steps may be made at the time of hiring to give credit for related experiences as authorized by the Director of Human Resources following communication with the union steward. ~~Employees will advance to the next step each twelve months from their hiring date.~~

An employee moving to a higher classification will be placed on the appropriate step in the new classification based on demonstrated experience and/or qualifications as long as there is no reduction in rate of pay. An employee moving to a lower classification will retain the current step placement.

If the wage rates shown above are ruled to be out of compliance with pay equity legislation, a higher rate may be paid at the discretion of the District. The Union shall be given 10 days notice prior to any such increase in wage rates.

ARTICLE III.

PROBATION PERIODS:

All new employees shall work a probationary period, which shall consist of one-hundred-twenty (120) workdays of continuous service. The probationary period may be extended up to an additional one-hundred-twenty (120) days upon mutual agreement between the union steward and the District. A new employee shall not be considered a permanent employee until having successfully completed their probation period. A new probationary period will not apply to employees who change a work classification.

RESIGNATION OR SEPARATION OF EMPLOYMENT

An employee wishing to terminate employment shall give two (2) weeks notice when possible. An employee who fails to provide two (2) weeks notice shall forfeit any accrued vacation time payout.

NOTICE OF LAYOFF:

Employees will be provided at least two weeks advance notification in writing of a reduction in staff. The employee may accept the layoff or choose to replace the least

senior person in the affected employee's classification or the least senior employee in a lower classification provided the employee has greater seniority, the same or longer calendar assignment and is qualified to perform the work. If an employee chooses to replace the least senior employee in the affected job classification, or the least senior employee in a lower classification, the employee must provide written notice to the Director of Human Resources within five (5) working days of the notice of layoff.

Employees on layoff will be recalled, in order of seniority, to available positions at or below their previous classification for which they are qualified to perform the available work. Employees will retain recall rights for a period of two (2) years from the date of layoff. Employees will be notified, by mail, of recall and shall have five (5) working days to indicate their intent, in writing, to accept a mutually agreeable return date or to terminate their employment.

ARTICLE IV.

PHYSICAL EXAMINATIONS:

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

ARTICLE V.

HOURS OF WORK:

Section 1. Full-time employees shall work a 40-hour week--five consecutive eight-hour days.

Section 2. All work in excess of forty (40) hours per week, with the approval of the immediate supervisor, shall be paid for at the rate of time and one-half of the employee's regular hourly rate. Consistent with federal law, vacation and holiday hours, sick leave and other leaves, paid and unpaid, shall not be considered as hours of work for purposes of calculating overtime. Upon mutual agreement between the supervisor and employee, compensatory time may be assigned in lieu of overtime pay for the extra time worked. Compensatory time must be used within 90 calendar days of accruing the time. Compensatory time not used within the 90 calendar days will be paid out at the overtime rate of pay. The employee is responsible for keeping track and properly reporting all hours and time related to work.

Section 3. Prior to July 1, the employee will be provided notification of any anticipated changes in assignment for the following fiscal year. Changes may include hours of service, location, calendar assignment, or layoff.

ARTICLE VI.

PAID LEAVES OF ABSENCE

Section 1. Sick Leave

To twelve-month employees an allowance of 12 days per year, accumulative, shall be granted for sick leave use. To eleven-month employees, an allowance of 11 days per year, accumulative, shall be granted for sick leave use. To ten-month employees, an allowance of 10 days per year, accumulative, shall be granted for sick leave use. ~~Sick leave can be used as allowable under state statute.~~ Employees earn sick leave at a rate equal to or more generous that the earned sick and safe time (ESST) law requires and, thus, their accrual of sick leave satisfies the District's obligation to provide them with ESST leave.

If the reason for the use of sick leave is due to pregnancy, an employee may use sick leave during a period of physical disability as certified by a licensed medical provider.

Subd. 1 Use of Sick Leave

(a) Days of sick leave shall be credited when the school year starts. Employees who work less than the full school year shall receive sick leave on a pro rata basis.

~~(b) The employee may use one (1) day of accumulated sick leave for each day of illness of the employee'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.~~

~~(c) An employee who has been employed by the district for the most recent 12 month period and holds a .5 FTE or greater position may use up to twenty (20) days of accumulated sick leave during the school year as is medically necessary to care for an ill spouse, parent, step-parent, parent-in-law, adult child, sibling, grandchild, or grandparent.~~

~~(d)~~(b) ~~An employee who has not been employed by the district for the most recent 12 month period and/or who does not hold a .5 FTE or greater position may use up to five (5) days in any one year of earned sick leave for illness in the immediate family. The immediate family shall include wife, husband, child, brother, sister, parent, guardian or parent-in-law. These days will be deducted from available personal leave in Section 3.~~ Employee may use sick leave for any ESST-

qualifying reason outline in Minnesota Statutes section 181.9447, as amended.

Section 2. Disaster Leave

If the following conditions are met, additional sick leave benefits shall be granted to any Administrative or Management Assistant who has exhausted accumulated sick leave, personal leave, and all other types of paid leave for which the employee is eligible: (1) the ~~teacher~~ employee has been continuously disabled and unable to work for a period of 30 or more consecutive duty days, as certified by a physician; (2) the employee is suffering from a catastrophic illness or injury, as defined below; (3) the employee is not under investigation; (4) the employee has not received notice of termination or provided notice of resignation or retirement; (5) the employee 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 employee 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 employee remains continuously disabled and unable to work 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 ~~and Bereavement Leave~~

Up to ~~six days in~~ three (3) days for 12 and 11 month employees and up to two (2) days for 10 month employees in any one-year of earned sick leave may be used for:

~~(a) Death of a friend or family member. However, if a spouse, parent, child dies and personal leave for that year has been exhausted, additional work days, not exceeding three (3) will be given as personal leave for the purpose of participating or attending to the funeral arrangements, but will be deducted against this allowance in the succeeding fiscal year.~~

~~(b). Personal leave shall be granted for an appearance in court as a witness or in cases of legal action where it is mandatory that the employee be present.~~

~~(c) One (1) day of earned sick leave may be used for personal emergency or calamity. Weather conditions may constitute a calamity or emergency. Leaves for other reasons may be granted by the Human Resources office and will result in a day's full deduction in salary.~~

~~(d) Each employee may be granted two (2) days personal leave per year to handle l~~Important personal matters at the employee's own discretion. Requests for such leave are subject to the limitations and approval requirements included in Article VII Vacations.

~~After six (6) days in any one year, full deduction shall be made.~~This leave will be deducted from an employee's sick leave. After the annual allocation identified above is used, additional personal leave days will be unpaid.

~~Section 4. Jury Duty~~

~~Employees shall be granted the additional amount to make up full pay if required to serve on Jury Duty.~~

Section ~~5~~4. ~~Medical Certification~~Notice of Use of Sick Leave or Personal Leave

~~Th~~If the need for use of sick leave is foreseeable, an employee must provide notification at least seven days in advance using established reporting procedures of the intent to use sick leave. If an employee's need for use of sick leave is unforeseeable, an employee must report their absence using established reporting procedures as soon as practicable.

Requests for personal leave must be made to the supervisor at least two(2) work days in advance.

An employee is responsible for providing notification regarding which leave they are taking—sick leave or personal leave.~~e District may require an employee 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 employee,~~

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~~child, or other individual as appropriate to the Division of Section 1, cited in the leave request,. Any leave of five (5) 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 an employee for sick leave is reserved to the District. In the event that a medical certificate will be required for unrelated intermittent leave, the employee will be so advised.~~

Section 5. Documentation of Use of Sick Leave or Personal Leave

The District may require employees to provide reasonable documentation as outlined in Minnesota Statutes section 181.9447, as amended, indicating that the sick leave or personal leave is being used for an ESST-qualifying reason. The final determination as to the eligibility of an employee for sick leave or personal leave is reserved for the District. If documentation is required, the employee will be so advised.

Section 6. Jury Duty
Employees shall be granted the additional amount to make up full pay if required to serve on Jury Duty.

ARTICLE VII.

VACATIONS:

Section 1. July 1st is the date to determine vacation accrual. Employees will be allowed to carryover up to five (5) days of vacation ~~for use~~ for use by December 31.

Section 2. Employees shall be granted paid vacations as follows:

Ten through Eleven Month Employees

(a) Those employed for ten through eleven-month positions with 10 days of vacation accrual shall take a minimum of half of their vacation days during non-student contact days.

(b) Personnel hired for a ten-month position will be allowed five days vacation upon date of hire. Six days vacation will be allowed after having been employed three years and ten days after having been employed five years.

Effective July 1, 2025: Personnel hired for a ten-month position will be allowed seven days of vacation upon date of hire. Twelve days vacation will be allowed after having been employed five years.

~~(b)~~

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(c) Personnel hired for an eleven-month position will be allowed six days of vacation upon date of hire. Seven days wills be allowed after having been employed three years and twelve days after having been employed five years.

~~(e)~~ Effective July 1, 2025: Personnel hired for an eleven-month position will be allowed ten days of vacation upon date of hire. Fifteen days will be allowed after having been employed five years.

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Twelve Month Employees

(a) New employees will be granted a prorated number of vacation days through June 30th, during the first year of employment, based on a two-week period.
(b) 10 days after having completed one full year beginning July 1st
(c) 14 days after five years
(d) 15 days after six years
(e) 16 days after seven years
(f) 17 days after eight years
(g) 17 days after nine years
(h) 18 days after ten years
(i) 18 days after eleven years
(j) 19 days after twelve years
(k) 20 days after thirteen years
(l) 21 days after fourteen years

Effective July 1, 2025:

a. New employees will be granted a prorated number of vacation days through June 30th, during the first year of employment, based on a three week period.
b. 15 days after having completed one full year beginning July 1st.
c. 20 days after five years
d. 22 days after ten years

Section 3. An employee resigning from the system shall receive earned vacation on a prorated basis to the date of termination provided that two weeks written notice is given to the employer.

Section 4. An employee retiring during the interim for reasons of disability or normal retirement shall be entitled to a prorated earned vacation.

Section 5. Vacation days must have prior approval from the supervisor and the number of employees absent from any one (1) building or work area, on any given day, may be limited based on the needs as determined by the

supervisor. Employees denied a vacation, may request a review of the request by the Director of Human Resources.

ARTICLE VIII.

HOLIDAYS:

There shall be ~~twelve~~ thirteen paid holidays for twelve-month employees and ~~eleven~~ twelve paid holidays for ~~ten~~ eleven month employees and eleven~~-month employees~~ paid holidays for ten month employees. The following are designated holidays:

Independence Day(12 month employees only), Labor Day, Thanksgiving Day, Thanksgiving Friday, Two Winter Break Holidays, Two New Year's Holidays, Martin Luther King Jr. Day, President's Day, One Spring Holiday (as determined by the district)~~ and~~ , Memorial Day, and Juneteenth (for eleven and twelve month employees~~.~~

In the event that any of the above referenced holidays fall on a regularly scheduled work day, consistent with the school calendar, an alternative day will be designated by the employer.

ARTICLE IX.

UNPAID LEAVE OF ABSENCE:

Section 1. Temporary Leave of Absence

An employee granted an unpaid leave of absence shall suffer no loss of seniority or job rights except as provided in Article XIII Section 2(d). To comply with the requirements of the PERA, any employee covered by this contract wherein the accumulated sick leave is entirely used, and said staff member is not able to return to their normal duties because of illness, the Board of Education will pass a resolution granting a temporary leave of absence and will notify the office of the PERA of this action.

Section 2. Child Care Leave of Absence

An upaid child care leave may be granted by the District, subject to the provisions of this section, to a parent because of the need to prepare and provide parental care for a child for a period of time.

An employee making application for child care leave shall notify the Director of Human Resources in writing of the request at least three calendar months before commencement of the intended leave.

The beginning and ending dates of a child care leave shall be agreed upon by the employee and the District with every attempt made to have these days coincide with natural breaks in work year. In making a determination concerning the dates of the leave the District shall not, in any event, be required to grant a leave of more than 12 months or be required to permit the employee to return to work prior to the date designated in the approved leave of absence.

An employee on a child care leave may be eligible to continue participation in group insurance programs if permitted under the insurance policy provisions. The employee must pay, on a prorated basis for the duration of the leave of absence, the employee and employer share of any premium due for insurance the employee elects to continue during the leave of absence.

ARTICLE X.

SENIORITY:

The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of promotion, layoff and recall of employees, and for consideration in advancement or promotion (if the employee is qualified). Employees with the least continuous service in a classification shall be laid off first. If any openings subsequently occur, the laid-off employee with the most continuous service shall be recalled first. Employees on layoff status will retain recall rights for a period of two (2) years from date of layoff. If an employee without good reason fails or refuses to return to work when recalled within five (5) days after the notice of recall, the employee shall lose their seniority rights. The Board shall determine what constitutes a good reason for failure to return to work when the employee has been recalled. Good cause shall include, but not be limited to, temporary illness and temporary absence from the city

Definitions:
Seniority Date: The date of employment in the bargaining unit.
Classification: The job title (i.e. Management Assistant, Administrative Assistant 4, Administrative Assistant 3, Administrative Assistant 2, Administrative Assistant 1)
Calendar Assignment: The number of assigned days per year (i.e. 12 month, 11 month, 10 ½ month, 10 month) and hours per day.

ARTICLE XI.

VACANCIES:

New positions or vacancies will be posted on the district website for a period of five (5) days. Additional hours per day added to part-time positions and up to 10 additional days added to the annual calendar assignment are not required to be posted.

Applications of the interested parties should be submitted via the District's applicant tracking system.

The leading candidates whose background and abilities best meet the requirements of the posted position will be called in for an interview by the supervisor of the position , or designee.

The Director of Human Resources or designee will request background information from the union steward regarding final internal candidates.

Any internal applicant not selected for a position has the right to request through the Union Steward the reasoning behind the administration's decision with the intent being to increase or correct any qualifications that are lacking in order to be considered for future job postings.

ARTICLE XII.

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 an administrative assistant is disciplined, beyond verbal notification, they are 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 administrative assistant to present their 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
3. Termination.

Section 4: Miscellaneous

A. An administrative assistant will be informed of the right to have a Union representative present at each level of discipline.

B. An administrative assistant may grieve any level of discipline through the procedures of Article XIV (Grievance Procedure).

C. Employees who are to be terminated shall be notified in writing of such action
together with a statement of the reason(s) for the discharge.

C. Termination during the probation period shall not be grievable.

D. Administrative assistants may be suspended with pay during investigations. It is understood that suspension with pay does not constitute discipline.

GRIEVANCE PROCEDURE:

Section 1. Definition

A grievance shall mean a written complaint by an employee, group of employees, or the union that there has been a violation, misinterpretation, or misapplication of this agreement.

Section 2. Timelines

Within fifteen (15) working days following knowledge of the act or condition, which is the basis of the complaint, the grievant may file a grievance beginning at Step 1 and proceeding through each succeeding step until the grievance has been resolved. Except by mutual agreement, failure by the employer at any step to communicate a decision within the specified time limit shall permit the grievant to proceed to the next step; likewise, failure by the grievant at any step to appeal a grievance to the next step within the specified time limit shall be considered acceptance of

the decision at that step. The time limits for decision or appeal are as follows:

Step 1 - ten (10) working days
Step 2 - ten (10) working days
Step 3 - ten (10) working days

Decision or appeal should be completed as soon as possible but shall not exceed the time limit specified.

Section 3. Steps

Step 1: The cognizant supervisor. The cognizant supervisor shall be the individual directly responsible for the operation of the department in which the grievant works.

Step 2: The Director of Human Resources

Step 3: The Superintendent of Schools or designee.

Step 4: Arbitration under the Public Employment Labor Relations Act incorporating the use of one arbitrator; the arbitrator's award being final and binding upon the parties.

Section 4. Union Representation, Intervention and Initiation

The grievant shall have the right of union representation at each step. The union shall have the right to intervene and present its position at any step in the grievance procedure. The union itself may initiate a grievance on any matter affecting the application or interpretation of this Agreement.

Section 5. Reprisals

No reprisals shall be invoked against any employee for processing a grievance.

Section 6. Cost of Transcript

The cost of a transcript of the arbitration shall be borne by the party demanding the transcript. If no demand is made, but a transcript is required, the cost shall be shared equally by the parties involved.

ARTICLE XIII.

BENEFITS:

Section 1. Eligibility

(a) An employee must be assigned to work more than 14 hours per week and complete 30 calendar days of employment in order to be eligible to enroll in the District's fringe benefit programs. The employee will be eligible for benefits on the 1st of the month following the completion of the 30 days referred to above.

(b) An employee must pay the employee's portion of premium for medical/dental coverage one (1) month in advance, if the employee's earnings are not sufficient to cover any monthly premium amount which exceeds the District's maximum contribution.

(c) Part-time employees working more than 14 hours per week but less than 40 hours per week shall be eligible for medical, dental and life insurance plans. The monthly district contribution will be provided according to the number of hours assigned of the 40 hour week. If the premium for the medical benefit plan selected is less than the maximum district contribution specified in Section 2., then the monthly premium will be prorated according to the number of hours assigned of the 40 hours week.

Section 2. Medical Benefits

(a) The School District shall provide a program of single and dependent hospitalization-major medical benefits. The District will select the insurance carrier and policy after considering the recommendations of the insurance Medical and Dental Benefits Committee. Any modifications to the deductible amounts and plan options during the term of the contract may be agreed upon via a Memorandum of Agreement between SEIU 284 and the District.

(b) Participation in the School District insurance 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 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 for the high-deductible plan. For information purposes

only, this is the Plan A option during the ~~2022-2023~~2023-2024 school year. In addition, the District will make a $~~1,000~~1,250 annual contribution, paid on a semi-annual basis, to the employee's VEBA account.

2. Dependent Coverage: The District shall pay $~~1300.00~~1,400 per month toward the cost of the dependent premium for the deductible plan. Effective July 1, 2025, the District shall pay $1,600 per month toward the cost of the dependent premium for the deductible plan. In addition, the District will make a $~~1,250~~1,500 annual contribution, paid on a semi-annual basis, to the employee's VEBA account.

3. The employer will contribute up to $6.00 per month to the VEBA trust for administrative feesfor 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.

Each employee enrolled in the program shall contribute, through payroll deduction, any premium amount which exceeds the District maximum contribution. Enrollment in the program shall be on an annual basis.

(d) All employees who have at least fifteen (15) years of continuous employment in the Richfield School District and who are at least age fifty five (55) may continue* to participate in the District Hospitalization-Major Medical program. An employee who retires will also be allowed to continue in the District Dental program. For employees hired prior to January 1, 2011, the District contribution for retired employees participating in Hospitalization-Major Medical and Dental programs will be adjusted so that it is the same for retired employees as it is for active employees. Any additional premium cost must be paid by the retiree and will be increased annually. This provision shall apply until the individual becomes eligible for another employer's plan,* or any other health plan, or according to the following schedule, whichever comes first.

Completion of 15 years in Richfield	48 months
Completion of 20 years in Richfield	60 months
Completion of 25 years in Richfield	72 months
Completion of 30 years in Richfield	120 months

*"continue" means that the employee has enrolled in the medical plan he/she desires to participate in following retirement during the

open enrollment period that takes place at least 12 months prior to retirement.

*Provided the aggregate value of benefits of another employer's medical insurance is not less than the medical insurance plan in effect for ISD 280, nor will the employee payment for another employer's premiums be greater than the amount required by the labor agreement in effect between ISD 280 and SEIU 284 Office Personnel.

(e) For employees hired after December 31, 2010, the District will contribute toward a post-employment Health Reimbursement Account (HRA) established for the individual with a third-party administrator identified by the District. Funds will accrue in the individual's account and become available to the employee at time of separation from the District. The District will make contributions to the account as follows:

1. $2,500 at the completion of 10 years in the District; and

2. $250 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 the employee's FTE for the period covered.

4. The District makes no representations or guarantees regarding the tax qualified status of any Health Reimbursement Account selected.

Section 3. Income Protection

(a) The School District shall make available to all full time employees a Long-Term Disability (LTD) insurance program. Benefits shall begin after the seventy-eighth (78th) calendar day of total disability. Acceptance of this provision is voluntary on the part of the employee but no additional compensation will be made to those who choose not to accept coverage.

(b) The district will pay the cost of the Long-Term Disability (LTD) insurance to a maximum of three hundred ninety ($390) dollars per year. The employee will pay the balance.

(c) The District will continue to pay the district contribution toward the premium amounts for medical and dental insurance coverage for a period of 24 months from the date of disability for those individuals on long term disability who were participating in those programs at

the time of their disability. After the 24th month on long term disability, the district contribution toward the health insurance premium shall equal the cost of the single premium for the high deductible plan for medical insurance and premium for dental insurance. Contributions toward these insurances will continue until the individual becomes eligible for Medicare or Medicaid benefits.

(d) A disabled employee shall retain job rights for a maximum of two (2) years from the date of disability upon written request by the employee if the employee continues to be disabled. The disabled employee will be obligated to inform the District, on a form sent to the employee each year by the District, of the employee's desire to retain job rights as provided herein.

Section 4. Dental Insurance

The School District will purchase dental insurance for all full time employees and their dependents. The District shall contribute to a maximum of $59.00 per month effective July 1, 2014 for a plan based on a composite bid quotation. If the composite cost exceeds the District contribution, the excess amount shall be prorated on a monthly basis among the employees with dependent coverage.

Section 5. Life Insurance

The District shall provide each employee a fifty thousand ($50,000) dollar term life insurance policy.

Section 6. Insurance Committee

A representative from the Office Personnel bargaining unit may serve on the District's fringe benefits insurance committee.

Section 7. Tax Sheltered Annuities

(a) All personnel may participate in the Tax Sheltered Annuities program.

(b) All employees who wish to enter the Tax Sheltered Annuity 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 office. Entry into the program may occur at any time. The District Tax Sheltered Annuity Form must be completed and returned to the District Human Resources office at least thirty (30) days before the payroll date on which the tax deduction is to begin.

(c) An employee who has filed the District Tax Sheltered Annuity program form shall have that program automatically continue for the identified dollar or percentage amounts as indicated on the form until changed or cancelled. 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.

(d) The District will contribute on a matching basis up to 1% of salary for all full time office personnel employees beginning after five (5) years of employment, up to 2% of salary upon completion of eight (8) years of employment and 2.5% upon completion of thirteen (13) years of employment. Initial entry or re-entry into the District matching program shall occur on September 1 or January 1 of each year provided the District Tax Sheltered Annuity form is submitted to the Human Resources office 30 days in advance.

ARTICLE ~~XIII~~XIV.

RETIREMENT:

Section 1. Incentives for Retirement

(a) An individual who has at least ten years of credited experience in the Richfield Public Schools and who is a least age fifty-five (55) shall receive severance pay upon resignation. For purposes of this section, credited experience is defined as the number of years the employee works more than 14 hours per week. The amount of severance pay shall be based on the individual's accrued sick leave. Accrued sick leave shall mean the number of days the individual has accumulated at the effective date of retirement. The individual's severance pay shall be the sum of the applicable amounts determined by the provisions of both Subdivisions (b) and (c).

Severance pay is considered earned only after the employee completes active employment through the Board approved retirement date.

(b) The individual shall multiply accumulated sick leave by the appropriate percentage indicated below. The product of this multiplication shall then be multiplied by ninety-five ($95.00) dollars to determine the severance pay for this Subdivision. In no case, however, shall the benefit from this Subdivision exceed twelve thousand ($12,000) dollars.

90% of accrued sick leave

(c) An individual who has at least fifteen (15) years of credited experience as defined earlier in this section in the Richfield School District shall be paid the following amount as defined in Subdivision (a). $4500

(d) The individual shall receive the amount of severance pay 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.

If an individual dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lack of same, to the deceased's estate.

(e) The provisions of the Richfield Public School Incentive for retirement shall apply to resignations for retirement for 2022-2023 and 2023-2024.

~~ARTICLE XV.~~

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~~GRIEVANCE PROCEDURE:~~

~~Section 1. Definition~~

~~A grievance shall mean a written complaint by an employee, group of employees, or the union that there has been a violation, misinterpretation, or misapplication of this agreement.~~

~~Section 2. Timelines~~

~~Within fifteen (15) working days following knowledge of the act or condition, which is the basis of the complaint, the grievant may file a grievance beginning at Step 1 and proceeding through each succeeding step until the grievance has been resolved. Except by mutual agreement, failure by the employer at any step to communicate a decision within the specified time limit shall permit the grievant to proceed to the next step; likewise, failure by the grievant at any step to appeal a grievance to the~~

next step within the specified time limit shall be considered acceptance of the decision at that step. The time limits for decision or appeal are as follows:

Step 1 - five (5)ten (10) working days
Step 2 - ten (10) working days
Step 3 - ten (10) working days

Decision or appeal should be completed as soon as possible but shall not exceed the time limit specified.

Section 3. Steps

Step 1: The cognizant supervisor. The cognizant supervisor shall be the individual directly responsible for the operation of the department in which the grievant works.

Step 2: The Director of Human Resources

Step 3: The Superintendent of Schools or designee.

Step 4: Arbitration under the Public Employment Labor Relations Act incorporating the use of one arbitrator; the arbitrator's award being final and binding upon the parties.

Section 4. Union Representation, Intervention and Initiation

The grievant shall have the right of union representation at each step. The union shall have the right to intervene and present its position at any step in the grievance procedure. The union itself may initiate a grievance on any matter affecting the application or interpretation of this Agreement.

Section 5. Reprisals

No reprisals shall be invoked against any employee for processing a grievance.

Section 6. Cost of Transcript

The cost of a transcript of the arbitration shall be borne by the party demanding the transcript. If no demand is made, but a transcript is required, the cost shall be shared equally by the parties involved.

ADMINISTRATIVE and MANAGEMENT SUPPORT PROFFESIONALS
CONTRACT DOCUMENT AUTHORIZATION

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: Service Employees International Union
450 Southview Boulevard
South St. Paul, MN 55075

_____
Union Representative

_____
Union Representative

_____
Union Representative

Dated this____day of_____, 2022

For: Richfield Public Schools #280
7001 Harriet Avenue South
Richfield, Minnesota 55423

_____
Board of Education Chairman

_____
Board of Education Clerk

_____
Superintendent of Schools

Dated this____day _____, 2022

THIS AGREEMENT shall be in force from July 1st, 2022, through June 30, 2024, and shall continue as is from year to year unless either party shall notify the other in writing sixty (60) days prior to expiration date of their desire to re-open negotiations.

A MEMORANDUM OF AGREEMENT

The Memorandum of Agreement ("MOA") is entered into by and between the Service Employees International Union Local 284 ("Union") and Independent School District No. 280, Richfield Public Schools ("District").

WHEREAS, the Union and the District (collectively, "the parties") are parties to a collective bargaining agreement which expires on June 30th, 2026, and continues in effect thereafter until superseded by a successor, governing the negotiated terms and conditions of employment for Administrative Assistant workers ("Employees") who are employed by the District ("the CBA"); and

WHEREAS, in the course of bargaining the 2024-2026 CBA the parties agreed to change how checks are distributed throughout the year for 11 month Employees hired before July 1, 2024, who received payments beginning with the July 5 payroll of each year, totaling 24 paychecks annually prior to the payment method as outlined in Article II of the CBA; and

WHEREAS, in the course of bargaining the 2024-2026 CBA, the parties agreed to outline the process for transitioning the Employees in question from the old payment method to the new payment method options outlined in Article II of the 2024-2026 CBA in this MOA.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained within this MOA, the Union and the District agree to the following provisions governing the transition between payment methods for the Employees in question for the old method to the new method options:

1. Affected Employees shall receive paychecks in the 2024-2025 contract year as they have in prior years.

2. In the 2025-2026 contract year affected Employees will receive paychecks as if they were a 12-month employee with payments starting on the July 20, 2025, payroll and the remainder paid to them on the June 20, 2026, payroll.

3. Thereafter, the affected Employees will be paid on the schedule as outlined in the CBA.

This MOA will take effect upon signature by both parties and will remain in effect until a successor to the July 1, 2024 – June 30, 2026 CBA has been ratified by both parties and taken effect.

In the event any person asserts that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by all parties.

The parties recognize that this MOA is arising out of unique circumstances and therefore cannot be construed by either party in any proceeding, negotiation, or grievance as creating any past practice or establishing a precedent that in any way binds either party.

This MOA is enforceable under the grievance and arbitration procedures in the CBA and can be used in any proceedings for the purposes of its own enforcement.

This MOA constitutes the entire agreement between the parties relating to the subject matter addressed in this MOA. This MOA controls to the extent that it conflicts with the terms of the CBA. No changes to this MOA are valid until they are in writing and are signed by both parties.

The provisions of this MOA shall be severable if any provision hereof or the application of any such provision under any circumstances is held invalid by a court of competent jurisdiction it shall not affect any other provisions of this agreement or the application of any other provision hereof.

Craig Holje	Hal Goetz, Contract Organizer
Chief Human Resources and Administrative Officer ISD 280	SEIU Local 284
Date	Date

A MEMORANDUM OF AGREEMENT

The Memorandum of Agreement ("MOA") is entered into by and between the Service Employees International Union Local 284 ("Union") and Independent School District No. 280, Richfield Public Schools ("District").

WHEREAS, the Union and the District (collectively, "the parties") are parties to a collective bargaining agreement which expires on June 30th, 2026, and continues in effect thereafter until superseded by a successor, governing the negotiated terms and conditions of employment for Administrative Assistant workers ("Employees") who are employed by the District ("the CBA", which refers both to the 2024-2026 CBA and its successors and, unless years are specified, should be understood to refer to whichever CBA is currently in effect); and

WHEREAS, during the 2023 legislative session, the state of Minnesota adopted new statutes, which were amended in 2024, governing the accrual and use of paid sick and safe leave ("ESST"), namely Minnesota Statutes 181.9445 – 181.9448; and

WHEREAS, in the course of bargaining the CBA, the parties agreed to change the language in the CBA governing the use of sick leave to more closely align with new statutory language; and

WHEREAS, the parties further agreed to enter into this MOA to govern the use of sick leave in case the statutes identified here are ever revised in a way that the language in the CBA would cause employees to have worse sick leave benefits than they had prior to the implementation of the 2024-26 CBA.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained within this MOA, the Union and the District agree to the following provisions governing the impact of any future changes to the statutes identified here:

1. The parties will meet and confer on whether the MOA is still necessary, should be altered, or has been triggered whenever new applicable statutes are passed, existing statutes are amended, or the leave language in the CBA is changed.

2. This MOA will be triggered if the interaction of state sick leave laws and the language in the CBA ever cause employees to have worse sick leave benefits on the whole than they had under the terms of the 2022-2024 CBA.

3. If this MOA is ever triggered by the terms of Item 1 of the MOA then the following provisions of the 2022-2024 CBA will take effect, but in no event shall this result in an employee receiving duplicative benefits:

PAID LEAVES OF ABSENCE

Section 1. Sick Leave

To twelve-month employees an allowance of 12 days per year, accumulative, shall be granted for sick leave use. To eleven-month employees, an allowance of 11 days per year, accumulative, shall be granted for sick leave use. To ten-month employees, an allowance of 10 days per year, accumulative, shall be granted for sick leave use. Sick leave can be used as allowable under state statute.

If the reason for the use of sick leave is due to pregnancy, an employee may use sick leave during a period of physical disability as certified by a licensed medical provider.

Subd. 1 Use of Sick Leave

a. Days of sick leave shall be credited when the school year starts. Employees who work less than the full school year shall receive sick leave on a pro rata basis.

b. The employee may use one (1) day of accumulated sick leave for each day of illness of the employee'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.

c. An employee who has been employed by the district for the most recent 12 month period and holds a .5 FTE or greater position may use up to twenty (20) days of accumulated sick leave during the school year as is medically necessary to care for an ill spouse, parent, step-parent, parent-in-law, adult child, sibling, grandchild, or grandparent.

d. An employee who has not been employed by the district for the most recent 12 month period and/or who does not hold a .5 FTE or greater position may use up to five (5) days in any one year of earned sick leave for illness in the immediate family. The immediate family shall include wife, husband, child, brother, sister, parent, guardian or parent-in-law. These days will be deducted from available personal leave in Section 3.

Section 2. Disaster Leave

If the following conditions are met, additional sick leave benefits shall be granted to any Administrative or Management Assistant who has exhausted accumulated sick leave, personal leave, and all other types of paid leave for which the employee is eligible: (1) the employee has been continuously disabled and unable to work for a period of 30 or more consecutive duty days, as certified by a physician; (2) the employee is suffering from a catastrophic illness or injury, as defined below; (3) the employee is not under investigation; (4) the employee has not received notice of

termination or provided notice of resignation or retirement; (5) the employee 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 employee 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 employee remains continuously disabled and unable to work 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 and Bereavement Leave

Up to six days in any one-year of earned sick leave may be used for:

(a) Death of a friend or family member. However, if a spouse, parent, child dies and personal leave for that year has been exhausted, additional work days, not exceeding three (3) will be given as personal leave for the purpose of participating or attending to the funeral arrangements, but will be deducted against this allowance in the succeeding fiscal year.

(b). Personal leave shall be granted for an appearance in court as a witness or in cases of legal action where it is mandatory that the employee be present.

c. One (1) day of earned sick leave may be used for personal emergency or calamity. Weather conditions may constitute a calamity or emergency. Leaves for other reasons may be granted by the Human Resources office and will result in a day's full deduction in salary.

(d) Each employee may be granted two (2) days personal leave per year to handle important personal matters at the employee's own discretion. Requests for such leave are subject to the limitations and approval requirements included in Article VII Vacations. After six (6) days in any one-year, full deduction shall be made.

Section 5. Medical Leave:

The School District may require an employee 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 employee, 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 an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required for unrelated intermittent leave, the employee will be so advised.

4. If Item 2 of this MOA is triggered, then when the current CBA expires, the parties will meet and negotiate in good faith on how to include sick, personal, and bereavement leave in future CBAs.

This MOA will take effect upon signature by both parties and will remain in effect until Item 2 has been triggered and then Item 4 has been fulfilled or until the successor to the CBA in effect on June 30, 2036, has been ratified by both parties and has taken effect, whichever is earlier. However the expiration of the MOA is triggered, it shall remain in effect until all grievance and arbitration timelines have been exhausted to contest that the conditions of the MOA have been faithfully carried out.

In the event any person asserts that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by all parties.

The parties recognize that this MOA is arising out of unique circumstances and therefore cannot be construed by either party in any proceeding, negotiation, or grievance as creating any past practice or establishing a precedent that in any way binds either party.

This MOA is enforceable under the grievance and arbitration procedures in the CBA and can be used in any proceedings for the purposes of its own enforcement.

This MOA constitutes the entire agreement between the parties relating to the subject matter addressed in this MOA. This MOA controls to the extent that it conflicts with the terms of the CBA. No changes to this MOA are valid until they are in writing and are signed by both parties.

The provisions of this MOA shall be severable if any provision hereof or the application of any such provision under any circumstances is held invalid by a court of competent jurisdiction it shall not affect any other provisions of this agreement or the application of any other provision hereof.

Craig Holje Chief Human Resources and Administrative Officer ISD 280	Hal Goetz, Contract Organizer SEIU Local 284
Date	Date

NEW BUSINESS – FOR REVIEW **Agenda Item VI.F.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, April 21, 2025

Subject: Drug and Alcohol Testing

(Recommended by the superintendent)

A first read of Policy 404: Drug and Alcohol Testing. The policy describes the process for administering drug and alcohol testing as required by law to RPS employees and job applicants whose positions require a commercial driver's license.

The policy is currently being reviewed by the HR and Facilities & Transportation Departments.

Attachments:
Policy 404: Drug and Alcohol Testing
Policy 404 Attachments A-G
MSBA Model Policy 416: Drug, Alcohol, and Cannabis Testing
MSBA Model Form 416: Drug, Alcohol, and Cannabis Testing Attachments

RICHFIELD PUBLIC SCHOOLS

DRUG AND ALCOHOL TESTING

I. PURPOSE

A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.

B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. Therefore, to provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minn. Stat. §§ 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.

B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.

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

D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.

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

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

A. General Statement of Policy

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

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.

2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.

3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.

4. "Commercial Motor Vehicle" (CMV) includes a vehicle which is designed to transport 16 or more passengers, including the driver.

5. "Designated Employer Representative" (DER) means a designated school district representative authorized to take immediate action to remove employees from safety-sensitive duties, to make required decisions in the testing and evaluation process, and to receive test results and other communications for the school district.

6. "Department of Transportation" (DOT) means United States Department of Transportation.

7. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.

8. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.

9. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.

10. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k)

admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

11. "Safety-sensitive functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.

12. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.

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

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

C. Policy and Educational Materials

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

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

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

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

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.

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

E. Specific Prohibitions for Drivers

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

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

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

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

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

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

7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

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

9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

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

G. Prescription Drugs

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

driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry.

H. Testing Requirements

1. Pre-Employment Testing

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

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

c. In order to be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

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

2. Post-Accident Testing

a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.

d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.

e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.

f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

3. Random Testing

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

b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.

c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made.

d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.

e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is

performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty or within four (4) hours before coming on duty. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.

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

5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee

has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances.

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

7. Refusal to Submit and Attendant Consequences

a. A driver or driver applicant may refuse to submit to drug and alcohol testing.

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

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

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

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

I. Testing Procedures

1. Drug Testing

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

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

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

d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the

donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

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

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

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

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

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

2. <u>Alcohol Testing</u>

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

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

c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the

donor's inability to provide a breath sample is genuine or constitutes a refusal to test.

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

e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

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

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

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

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

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

K. Testing Laboratory

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

L. Confidentiality of Test Results

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

M. Recordkeeping Requirements and Retention of Records

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

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

Basic records	5 years

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

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

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

N. Training

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

O. Consequences of Prohibited Conduct and Enforcement

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

2. Referral, Evaluation, and Treatment

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

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

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

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

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

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

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

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

1. General Limitations

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

b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

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

3. Random Testing

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

4. Reasonable Suspicion Testing

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

a. is under the influence of drugs or alcohol;

b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

c. has sustained a personal injury, as that term is defined in Minn. Stat. § 176.011, Subd. 16, or has caused another employee to sustain a personal injury; or

d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be

requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

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

B. No Legal Duty to Test

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

C. Definitions

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

2. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

4. "Job applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.).

5. "Positive test result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minn. Stat. § 181.953, Subd. 1.

6. "Random selection basis" means a mechanism for selection of employees that:

   a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and

   b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.

7. "Reasonable suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

8. "Safety-sensitive position" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

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

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

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

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

   Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable

Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

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

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

E. Reliability and Fairness Safeguards

1. Pretest Notice

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

2. Notice of Test Results

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

3. Notice of and Right to Test Result Report

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

4. Notice of and Right to Explain Positive Test Result

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

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

c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.

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

5. Notice of and Right to Request Confirmatory Retests

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

b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform him or

her of other rights provided under Sections F. or G., below, whichever is applicable.

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

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

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

   b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated

with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.

7. An employee must be given access to information in his or her personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

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

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

H. Chain-of-Custody Procedures

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

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;

3. A sample must be accompanied by a written chain-of-custody record; and

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

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

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

2. Confidentiality Limitations

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

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

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

4. Privilege

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

J. Notice of Testing Policy to Affected Employees

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

V. POSTING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

Cross-References: Board Policy 104 - Drug-Free Workplace/Drug-Free School
Board Policy 110 – Chemical Use/Abuse
Board Policy 412 – Public and Private Personnel Data

ADOPTED BY THE BOARD OF EDUCATION: September 5, 1995

AMENDED BY THE BOARD OF EDUCATION: November 6, 2000, November 15, 2004. August 13, 2012, May 18, 2020

Attachment A

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— DRIVER ACKNOWLEDGMENT —

DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. 280, Richfield, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Drug and Alcohol Testing for Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

_____ Upon adoption of the policy. (employee).

_____ Upon my hire. (job applicant/new employee).

_____ After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing. (job applicant).

I also received materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is _____ and that any questions I may have concerning the Policy should be directed to the Program Manager.

Dated:_____`

_____

Signature of Employee/Applicant

_____

Typed or Printed Name

Attachment B

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]
—BUS DRIVER OR DRIVER APPLICANT —

AUTHORIZATION TO RELEASE INFORMATION

Section I. To be completed by the school district, signed by the bus driver, or driver applicant, and transmitted to the previous employer:

Employee Printed or Typed Name: _____

Employee SS or ID Number:_____

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in Section I-B, to the employer listed in Section I-A. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in Section II-A by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: _____ Date: _____

Section I-A.
School District Name: _____
Address:_____
Phone #: _____ Fax #: _____

Designated Employer Representative: _____

Section I-B.
Previous Employer Name: _____
Address:_____
Phone #: _____

Designated Employer Representative (if known): _____

Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:

Section II-A. In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing:

1. Did the employee have alcohol tests with a result of 0.04 or higher? YES ____ NO ____
2. Did the employee have verified positive drug tests? YES ____ NO ____
3. Did the employee refuse to be tested? YES ____ NO ____
4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? YES ____ NO ____
5. Did a previous employer report a drug and alcohol rule violation to you? YES ____ NO ____
6. If you answered "yes" to any of the above items, did the employee complete the return-to-duty process? N/A_____ YES ____ NO ____

NOTE: If you answered "yes" to item 5, you must provide the previous employer's report. If you answered "yes" to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

Section II-B.
Name of person providing information in Section II-A: _____
Title: _____
Phone #: _____
Date: _____

Attachment C

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

—BUS DRIVER OR DRIVER APPLICANT —
REFUSAL TO SUBMIT TO TESTING

I hereby refuse to submit to drug/alcohol testing by doing the following:

__ Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;

__ Failing to remain at the testing site until the testing process is complete;

__ Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;

__ Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;

__ Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;

__ Failing or declining to take a second test as directed;

__ Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);

__ Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form;

__ Failing to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;

__ Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;

__ Admitting to the collector or MRO that the driver adulterated or substituted the specimen; or

__ Having a verified adulterated or substituted test as reported by the MRO.

[An applicant who fails to appear for a preemployment test, who leaves the testing site before the preemployment testing process commences, or who does not provide a urine specimen because he or she left before it commences, is not deemed to have refused to submit to testing.]

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

Date: _____ Time: _____

Employee/Applicant Signature: _____

Supervisor Signature: _____

Comments:
_____
_____
_____

_____Employee refusal to sign Supervisor's Initials:_____

Attachment D
(TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD)
— PRETEST NOTICE —

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

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

I specifically acknowledge that this waiver and consent is completely voluntary and no school district official has coerced me in any manner.

Date:_____ _____
Signature of Employee/Job Applicant

_____
Typed or Printed Name

Dated: _____ _____
Witness

Attachment E

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

[Employee Name]
[Employee Address]

RE: Drug and/or Alcohol Test
[Date of Testing]

NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

Test Results:

Independent School District No. 280, Richfield, Minnesota has received the test result report from the testing laboratory:

_____Your initial screening test result was negative.
_____Your confirmatory test result was negative.
_____Your confirmatory test result was positive.

Test Result Report:

You have the right to request and receive from the school district a copy of the test result on any drug or alcohol test.

Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled “Explanation of Positive Test Result” for this purpose.

Right to Request Confirmatory Retests:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your intention to obtain a confirmatory retest.

Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing

laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against you.

Other Rights:

In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request or require rehabilitation of an employee whose position does not require a commercial driver's license on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

3. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and,

if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.

5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

B. Withdrawal of Applicant's Job Offer

If a job applicant for a position that does not require a commercial driver's license has received a job offer made contingent on the applicant passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

Attachment F

(TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD)

— EXPLANATION OF POSTITIVE TEST NOTICE —

I the undersigned employee/job applicant of Independent School District No. 280, Richfield, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive result on a confirmatory test.

I am currently taking or have recently taken:

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

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

_____

_____

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

_____

_____

_____

Date:_____ _____
Signature of Employee/Job Applicant

_____
Typed or Printed Name

Attachment G

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD] —

ACKNOWLEDGMENT — DRUG AND ALCOHOL TESTING POLICY

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No.280 ,Richfield, Minnesota and have read it in its entirety.

The District's policy was provided to me:
____Upon adoption of the policy. (employee).
____Upon my hire. (job applicant/new employee).
____After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing. (job applicant).

Date:_____ _____
Signature of Employee/Job Applicant

_____
Typed or Printed Name

416 DRUG, ALCOHOL, AND CANNABIS TESTING

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

I. PURPOSE

A. The school board recognizes the significant problems created by drug, alcohol, and cannabis use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.

B. The school board believes that a work environment free of drug, alcohol, and cannabis use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug, alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing and cannabis testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also

prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.

D. The use, possession, sale, purchase, transfer, or dispensing of alcohol or cannabis is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol or cannabis is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol or cannabis are prohibited from entering or remaining on school district property.

E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.

F. The school district may discipline, discharge, or take other adverse personnel action against an employee for cannabis flower, cannabis product, lower-potency hemp edible, or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working, on school district premises, or operating a school district vehicle, machinery, or equipment as follows:

1. if, as the result of consuming cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product, the employee does not possess that clearness of intellect and control of self that the employee otherwise would have;

2. if cannabis testing verifies the presence of cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product following a confirmatory test;

3. as provided in the school district's written work rules for cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and cannabis testing, provided that the rules are in writing and in a written policy that contains the minimum information required by Minnesota Statutes, section 181.952; or

4. as otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause the school district to lose a monetary or licensing-related benefit under federal law or regulations.

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

A. General Statement of Policy

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

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of

the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.

2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.

3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.

4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.

5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.

6. "Department of Transportation" (DOT) means United States Department of Transportation.

7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.

9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.

10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.

12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a

determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.

14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.

15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.

16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

[NOTE: Federal regulations require that school districts provide materials to bus drivers explaining the school district's policies and procedures and the federal requirements with respect to the mandatory drug and alcohol testing of bus drivers. 49 Code of Federal Regulations, section 382.601. Most of the required information is contained within this model policy. Additional materials to be provided to employees are described in Paragraph 2. of Section C.]

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

2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

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

4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

[NOTE: The federal regulations require a school district to obtain a signed statement from each driver certifying that he or she received a copy of these materials. 49 Code of Federal Regulations, section 382.601(d). The original signed certificate must be maintained by the school district and a copy may be provided to the driver.]

D. Alcohol and Controlled Substances Testing Program Manager

[NOTE: School districts are required by federal regulations to designate a person to answer driver questions about the policy and the education materials described in Section C. above and to notify the drivers of the designation. 49 Code of Federal Regulations, section 382.601(b)(1).]

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.

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

E. Specific Prohibitions for Drivers

[NOTE: The specific prohibitions for drivers are contained, in large part, in 49 Code of Federal Regulations, sections 382.201-382.215.]

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

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

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

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

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

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

7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

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

9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

[NOTE: Consequences for drivers engaging in alcohol-related conduct are described in the federal regulations. 49 Code of Federal Regulations, section 382.505.]

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

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect

the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

[NOTE: School districts must utilize the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse") to conduct pre-employment queries, annual queries, and reports regarding CDL holders who operate CMVs on public roads (including school bus drivers) and who are covered by the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Testing Program. In addition to utilizing the Clearinghouse, school districts must continue to comply with the alcohol and controlled substance testing required under Title 49 of the Federal Regulations.]

1. Pre-Employment Testing

[NOTE: 49 Code of Federal Regulations, section 382.301 details the requirements for pre-employment testing.]

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

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

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

c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

[NOTE: Federal regulations require school districts to inquire about, obtain, and review alcohol and controlled substances information from prior employers pursuant to a driver's written authorization, prior to the time a driver performs safety-sensitive functions, if feasible. 49 Code of Federal Regulations, section 382.413, and 49 Code of Federal Regulations, section 40.25. If not feasible, school districts must not permit the employee to perform safety-sensitive functions for more

than thirty (30) days from the date a safety-sensitive function was performed unless the school districts make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]

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

e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query (see Attachment C to this policy). The school district shall retain the consent for three (3) years from the date of the query.

2. Post-Accident Testing

[NOTE: 49 Code of Federal Regulations, section 382.303, governs post-accident testing of drivers.]

a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.

d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.

e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.

f. If a post-accident alcohol test is not administered within eight (8) hours

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

g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

3. Random Testing

[NOTE: 49 Code of Federal Regulations, section 382.305 governs random testing of drivers.]

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

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

b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.

c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.

d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.

e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

[NOTE: 49 Code of Federal Regulations, section 382.307 governs reasonable suspicion testing of drivers.]

a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance

with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.

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

[NOTE: 49 Code of Federal Regulations, sections 382.309, 40.23(d), and 40.305 govern return-to-duty testing.]

5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.

[NOTE: 49 Code of Federal Regulations, sections 382.311, 40.307, and 40.309 govern follow-up testing.]

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

7. Refusal to Submit and Attendant Consequences

[NOTE: Consequences for refusals to submit to required drug and alcohol tests are addressed generally in 49 Code of Federal Regulations, sections 40.191, 40.261, and 382.211. They are more specifically

addressed in 49 Code of Federal Regulations, sections 382.501-382.507 and in 49 United States Code, section 521(b).]

a. A driver or driver applicant may refuse to submit to drug and alcohol testing.

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

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

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

e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment D to this policy.

I. Testing Procedures

1. Drug Testing

[NOTE: The Federal Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the DOT drug testing program. 49 Code of Federal Regulations, section 40.45.]

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

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

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

d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

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

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

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

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

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

2. Alcohol Testing

[NOTE: The DOT Alcohol Testing Form (ATF) must be used for every

DOT alcohol test. 49 Code of Federal Regulations, section 40.225.]

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

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

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

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

e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

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

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

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

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

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

after completion of the program.

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

K. Testing Laboratory

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

L. Confidentiality of Test Results

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

M. Recordkeeping Requirements and Retention of Records

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

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

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

Basic records	5 years

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

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

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

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse) as required under federal law, including:

a. The name of the person tested;

b. Any verified positive, adulterated, or substituted drug test result;

c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;

d. Any refusal to submit to any test required hereunder;

e. Any report by a supervisor of actual knowledge of use as follows

i. Any on-duty alcohol use;
ii. Any pre-duty alcohol use;
iii. Any alcohol use following an accident; and
iv. Any controlled substance use.

f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;

g. Any negative return-to-duty test; and

h. Any employer's report of completion of follow-up testing.

N. Training

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

O. Consequences of Prohibited Conduct and Enforcement

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

2. Referral, Evaluation, and Treatment

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

[NOTE: Subparagraphs b. and c., below, are based on the provisions of 49 Code of Federal Regulations, section 40.289.]

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

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

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

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

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to cannabis testing or drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo cannabis testing or drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of

drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

[NOTE: When the testing of drivers complies with federal testing requirements and procedures, school districts clearly are exempt from the state drug and alcohol testing requirements in Minnesota Statutes, sections 181.950-181.957. See Minnesota Statutes, section 221.031, subdivision 10. When testing beyond the federally mandated requirements, however, school districts still must comply with state law.]

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.

2 The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.

3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition

applies with respect to the individual to operate a CMV for the school district.

4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. CANNABIS TESTING OR DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

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

A. Definitions

1. "Cannabis testing" means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.

2. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

3. "Drug" means a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.

4. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.

5. "Employee" means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.

6. "Initial screening test" means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

7. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III).

8. "Oral fluid test" means analysis of a saliva sample for the purpose of measuring the presence of the same substances as drug and alcohol testing and cannabis testing that:

   a. can detect drugs, alcohol, cannabis, or their metabolites in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1; and

   b. does not require the services of a testing laboratory under section 181.953, subdivision 1.

[NOTE: The 2024 Minnesota legislature added oral fluid tests.]

9. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

10. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

11. "Random Selection Basis" means a mechanism for selection of employees that:

   a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and

   b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.

12. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

13. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

B. Circumstances Under Which Cannabis Testing or Drug or Alcohol Testing May Be Requested or Required; Exceptions

1. General Limitations

a. The school district may not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or cannabis testing, unless the testing is done pursuant to this policy; and either (1) is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1; or (2) complies with the oral fluid test procedures under section 181.953, subdivision 5a.

[NOTE: The 2024 Minnesota legislature amended this provision.]

b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing or cannabis testing on an arbitrary and capricious basis.

2. Cannabis Testing Exceptions

For the following positions, cannabis and its metabolites are considered a drug and subject to the drug and alcohol testing provisions in Minnesota Statutes, sections 181.950 to 181.957:

a. a safety-sensitive position, as defined in Minnesota Statutes, section 181.950, subdivision 13;

b. a position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to children;

c. a position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;

d. a position of employment funded by a federal grant; or

e. any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.

3. Job Applicant Testing

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

a. The school district must not request or require a job applicant to

undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment unless otherwise required by state or federal law.

b. Unless otherwise required by state or federal law, the school district must not refuse to hire a job applicant solely because the job applicant submits to a cannabis test or a drug and alcohol test authorized by Minnesota law and the results of the test indicate the presence of cannabis.

c. The school district must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.

d. Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in Minnesota Statutes, sections 181.953 and 181.954.

4. Oral fluid testing

a. When drug and alcohol testing or cannabis testing is otherwise authorized under Minnesota Statutes, section 181.951, the school district may request an employee or job applicant to undergo oral fluid testing according to the procedures under Minnesota Statutes, section 181.953, subdivision 5a as an alternative to using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1.

b. The employee must be informed of the test result at the time of the oral fluid test. Within 48 hours of an oral fluid test that indicates a positive test result or that is inconclusive or invalid, the employee or job applicant may request drug or alcohol testing or cannabis testing at no cost to the employee or job applicant using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1, and according to the existing laboratory testing standards in subdivisions 1 to 5. The rights, notice, and limitations in Minnesota Statutes, section 181.953, subdivision 6, paragraph (b), and subdivisions 7 to 8 and 10 to 11 apply to an employee or job applicant and a laboratory test conducted pursuant to this paragraph.

c. If the laboratory test under paragraph (b) above indicates a positive result, any subsequent confirmatory retest, if requested by the employee or job applicant, must be conducted following the retest procedures provided in Minnesota Statutes, section 181.953, subdivision 6, paragraph (c), and subdivision 9 at the employee's or job applicant's own expense.

d. Nothing in this subdivision is intended to modify the existing requirements for drug and alcohol testing or cannabis testing in the workplace under Minnesota Statutes, sections 181.950 to 18.957, unless stated otherwise.

[NOTE: The 2024 Minnesota legislature enacted this provision.]

5. Random Testing

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

6. Reasonable Suspicion Testing

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

a. is under the influence of cannabis, drugs, or alcohol;

b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or

d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

7. Treatment Program Testing

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

8. Routine Physical Examination Testing

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

C. No Legal Duty to Test

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

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

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

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

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

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

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

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

E. Reliability and Fairness Safeguards

1. Pretest Notice

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

2. Notice of Test Results

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

3. Notice of and Right to Test Result Report

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

4. Notice of and Right to Explain Positive Test Result

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information (see Attachment G to this policy).

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

c. The employee may present verification of enrollment in the medical cannabis patient registry or of enrollment in a Tribal medical cannabis program as part of the employee's explanation.

d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

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

5. Notice of and Right to Request Confirmatory Retests

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

b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug, alcohol, or cannabis threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

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

Attachments F and G to this policy provide the Notices described in Paragraphs

2. through 6. of this Section E.

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

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test or cannabis test requested by the school district, unless the following conditions have been met:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug, alcohol, or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

   b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or

was impaired by medical cannabis on school district property during the hours of employment.

7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

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

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

H. Chain-of-Custody Procedures

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

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;

3. A sample must be accompanied by a written chain-of-custody record; and

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

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

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

2. Confidentiality Limitations

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

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

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

4. Privilege

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

J. Notice of Testing Policy to Affected Employees

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

V. POSTING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
49 C.F.R. Part 382 (Controlled Substances and Alcohol Use and Testing)

Cross-References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

ATTACHMENTS TO
DRUG.ALCOHOL, AND CANNABIS TESTING POLICY

Attachments A through C are to be used in conjunction with the drug and alcohol testing of school bus drivers and driver applicants.

- Attachment A is a "**Driver Acknowledgment–Drug and Alcohol Testing Policy Materials**" form that should be used to document receipt of the policy and other materials by drivers and driver applicants. It is referred to in Article III., Section C., Paragraph 4. of the policy.

- Attachment B is a "**Bus Driver or Driver Applicant–Authorization to Release Information**" form. It is referred to in Article III., Section H., Paragraph 1. of the policy

- Attachment C is a **"Consent to Clearinghouse Full Query"** form. It is referred to in Article III, Section H, Paragraph e of the policy.

- Attachment D is a "**Bus Driver or Driver Applicant–Refusal to Submit to Testing**" form. It is referred to in Article III., Section H., Paragraph 8. of the policy.

Attachments E through H are to be used in conjunction with drug, cannabis, and alcohol testing of non-bus drivers and applicants.

- Attachment E is a "**Pretest Notice**" that must be provided to non-school bus driver employees or job applicants before requesting that the employee or job applicant undergo drug or alcohol testing. It is referred to in Article IV., Section E., Paragraph 1. of the policy.

- Attachment F is a "**Notice of Test Results and Various Rights**" which should be used by the District when notifying non-school bus driver employees or job applicants of test results and other rights. It is referred to in Article IV., Section E., Paragraph 6. of the policy.

- Attachment G is an "**Explanation of Positive Test Result**" form which should be used by the school district to request that the employee or job applicant submit information to the school district relevant to the reliability of, or explanation for, a positive test result. It is referred to in Article IV., Section E., Paragraph 4. of the policy.

- Finally, the District may wish to use Attachment H, entitled "**Acknowledgment–Drug Alcohol, and Cannabis Testing Policy**," to document that written notice of the policy was given to all affected employees. It is referred to in Article IV., Section J. of the policy.

ATTACHMENT A

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— DRIVER ACKNOWLEDGMENT —

DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

I have received a copy of the Drug, Alcohol, and Cannabis Testing Policy of Independent School District No. _____, _____, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Federally Mandated Drug and Alcohol Testing for School Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

- ☐ Upon adoption of the policy (employee).
- ☐ Upon my hire (job applicant/new employee).
- ☐ After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing (job applicant).

I also received materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is _____ and that any questions I may have concerning the Policy should be directed to the Program Manager.

Dated: _____ _____

Signature of Employee/Applicant

_____

Typed or Printed Name

ATTACHMENT B

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— BUS DRIVER OR DRIVER APPLICANT —

AUTHORIZATION TO RELEASE INFORMATION

Section I. To be completed by the school district, signed by the bus driver, or driver applicant, and transmitted to the previous employer:

Employee Printed or Typed Name: _____

Employee SS or ID Number: _____

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in Section I-B, to the employer listed in Section I-A. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in Section II-A by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: _____ Date: _____

Section I-A.
School District Name: _____

Address: _____

_____

Phone #: _____ Fax #: _____

Designated Employer Representative: _____

Section I-B.

Previous Employer Name: _____

Address: _____

_____

Phone #: _____

Designated Employer Representative (if known): _____

Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:

Section II-A. In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing:

1. Did the employee have alcohol tests with a result of 0.04 or higher? YES _____ NO _____
2. Did the employee have verified positive drug tests? YES _____ NO _____
3. Did the employee refuse to be tested? YES _____ NO _____
4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? YES _____ NO _____
5. Did a previous employer report a drug and alcohol rule violation to you? YES _____ NO _____
6. If you answered "yes" to any of the above items, did the employee complete the return-to-duty process? N/A_____ YES _____ NO _____

NOTE: If you answered "yes" to item 5, you must provide the previous employer's report. If you answered "yes" to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

Section II-B.

Name of person providing information in Section II-A: _____

Title: _____

Phone #: _____

Date: _____

ATTACHMENT C

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— BUS DRIVER OR DRIVER APPLICANT —
CONSENT TO SCHOOL DISTRICT CONDUCT
OF CLEARINGHOUSE FULL QUERY

Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver

(1) has a verified positive, adulterated, or substituted controlled substances test result;
(2) has an alcohol confirmation test with a concentration of 0.04 or higher;
(3) has refused to submit to a test in violation of federal law; or
(4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law.

The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

I consent to the school district's conduct of a Clearinghouse full query.

Dated: _____ _____

Signature of Applicant

_____

Typed or Printed Name

ATTACHMENT D

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— BUS DRIVER OR DRIVER APPLICANT —
REFUSAL TO SUBMIT TO TESTING

I hereby refuse to submit to drug/alcohol testing by doing the following:

- Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;
- Failing to remain at the testing site until the testing process is complete;
- Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;
- Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;
- Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;
- Failing or declining to take a second test as directed;
- Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);
- Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form;
- Failing to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;
- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- Admitting to the collector or MRO that the driver adulterated or substituted the specimen; or
- Having a verified adulterated or substituted test as reported by the MRO.

[An applicant who fails to appear for a preemployment test, who leaves the testing site before the preemployment testing process commences, or who does not provide a urine specimen because he or she left before it commences, is not deemed to have refused to submit to testing.]

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

Date: _____

Time: _____

_____

Signature of Employee/Applicant

Supervisor: _____

_____

Supervisor's Signature

Comments: _____

_____

_____

☐ Employee refusal to sign

Supervisor's Initials: _____

ATTACHMENT E

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— PRETEST NOTICE —

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

Date: _____ _____

Signature of Employee/Job Applicant

_____

Typed or Printed Name

ATTACHMENT F

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

[Employee Name]
[Employee Address]

RE: Drug, Alcohol, and/or Cannabis Test
[Date of Testing]

NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

Test Results:

Independent School District No. ___, _____, Minnesota has received the test result report from the testing laboratory:

G Your initial screening test result was negative.
G Your confirmatory test result was negative.
G Your confirmatory test result was positive.

Test Result Report:

You have the right to request and receive from the school district a copy of the test result on any drug or alcohol test or cannabis test.

Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

Right to Request Confirmatory Retests:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your intention to obtain a confirmatory retest.

Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug,alcohol, or cannabis threshold detection levels as

used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against you.

Other Rights:

In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee whose position does not require a commercial driver's license on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

   In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

   b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

3. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.

5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

B. Withdrawal of Applicant's Job Offer

If a job applicant for a position that does not require a commercial driver's license has received a job offer made contingent on the applicant passing drug, alcohol, and/or cannabis testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

ATTACHMENT G

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

EXPLANATION OF POSITIVE TEST RESULT

I, the undersigned employee/job applicant of Independent School District No. _____, _____, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive test result on a confirmatory test.

I am currently taking or have recently taken:

- ☐ no over-the-counter or prescription medications; or
- ☐ the following over-the-counter or prescription medications:

_____

_____

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

_____

_____

_____

Date: _____ _____

Signature of Employee/Job Applicant

_____

Typed or Printed Name

ATTACHMENT H

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— ACKNOWLEDGMENT —

DRUG, ALCOHOL, AND CANNABIS TESTING POLICY

I have received a copy of the Drug, Alcohol, and Cannabis Testing Policy of Independent School District No. _____, _____, Minnesota and have read it in its entirety.

The District's policy was provided to me:

- ☐ Upon adoption of the policy (employee)
- ☐ Upon my hire (job applicant/new employee)
- ☐ After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug, alcohol, and cannabis testing as applicable. (job applicant)

Dated: _____ _____

Signature of Employee/Applicant

_____

Typed or Printed Name

NEW BUSINESS - FOR ACTION **Agenda Item VI.G.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, April 21, 2025

Subject: Donations

(Recommended by the superintendent)

That the board of education accept the following donations with gratitude.

The RHS Scholarship Fund received a donation of $500.00 from Fametta Zubah of Minneapolis and a donation of $2,000.00 from the Kopp Family Foundation of Bloomington.

Richfield High School received a donation of $107.62 from Construct Tomorrow for field trip transportation.

The Richfield High School Art Department received a donation of $1,718.95 from the Richfield Spartan Foundation for a 3D printer and accessories.

The RPS Golf Team received a donation of $74.00 from the RPS Golf Boosters for golf balls and a donation of $884.05 from the Richfield Spartan Foundation for golf clubs.

The RPS Tennis Team received a donation of $449.29 from the Richfield Spartan Foundation for the purchase and repair of tennis rackets.

Sheridan Hills Elementary School received donations of $200.00 from the University of Minnesota for field trip transportation and $19.44 from the American Online Giving Foundation.

The Richfield High School Music Department received a donation of percussion equipment valued at $200.00 from Mike Peterson of Golden Valley.

Richfield Community Education received a donation of $4,000.00 from the Community Foundation of South Central Wisconsin for ECFE.