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, May 5, 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. Superintendent Update (pages 9-50)

1. Richfield College Experience Program Presentation (pages 10-33)
2. Nutrition Services Presentation (pages 34-50)

B. Commendations (pages 51-52)

IV. CONSENT AGENDA

A. Routine Matters (pages 53-66)

1. Minutes of the Regular Meeting held April 21, 2025 (pages 54-61)
2. General Disbursements as of 4/24/25 in the Amount of $1,125,494.98 (pages 62-65)
3. Investment Holdings (page 66)

B. Personnel Items (pages 67-68)

V. OLD BUSINESS

A. Policy 612: Curriculum Development & Administrative Guideline 612.1 (pages 69-78)

B. Policy 502: Resident and Nonresident Student Enrollment & Administrative Guideline 502.1 (pages 79-113)

C. Policy 404: Drug and Alcohol Testing (pages 114-200)

VI. NEW BUSINESS

A. Termination and Nonrenewal of Probationary Teaching Contracts (pages 201-202)

B. 2025-2026 Preliminary Budget & Advance Expenditure Authorization (pages 203-206)

C. Agreement with the City of Richfield for School Board Election Administration in 2025 and 2027 (pages 207-213)

D. School Board Meeting Dates for 2025-2026 (pages 214-216)

E. Policy 115: Title IX (pages 217-271)

F. Policy 112: Wellness & Administrative Guidelines 112.1 & 112.2 (pages 272-299)

G. Donations (page 300)

VII. ADVANCE PLANNING

A. Legislative Update

B. Information and Questions from Board

C. Suggested/Future Agenda Items

D. Future Meeting Dates

5-19-2025	7 p.m.	Regular Board Meeting – Public Comment
6-2-2025	7 p.m.	Regular Board Meeting

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, May 5, 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
ESST:	Earned Sick and Safe Time
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, May 5, 2025

Subject: Ongoing Board Calendar

Upcoming Events to Attend:

Wednesday, May 7: Bike to School Day
Monday, May 19: Sheridan Hills PTO End of Year Celebration, 5:30 p.m.
Monday, May 19: Board Meeting, 7 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.
Monday, June 2: Board Meeting, 7 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
Monday, June 23: Board Meeting, 7 p.m.

Upcoming Holidays, Heritage Months, and Appreciation Days:

May is Asian American & Pacific Islander Heritage Month
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.A.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 5, 2025

Subject: Superintendent Update

Director of MLL & RCEP Dr. Kasya Willhite will provide an update on the Richfield College Experience Program. Director of Nutrition Services Michael Manning will present.

Attachments:
Richfield College Experience Program Presentation
Nutrition Services Presentation

Enriching and accelerating learning

RICHFIELD
PUBLIC SCHOOLS

RPS Board Presentation

Highlights, Progress Monitoring, and Home Visits

Monday, May 5th, 2025
Team RCEP

Enriqueciendo y acelerando el aprendizaje

First Day of School

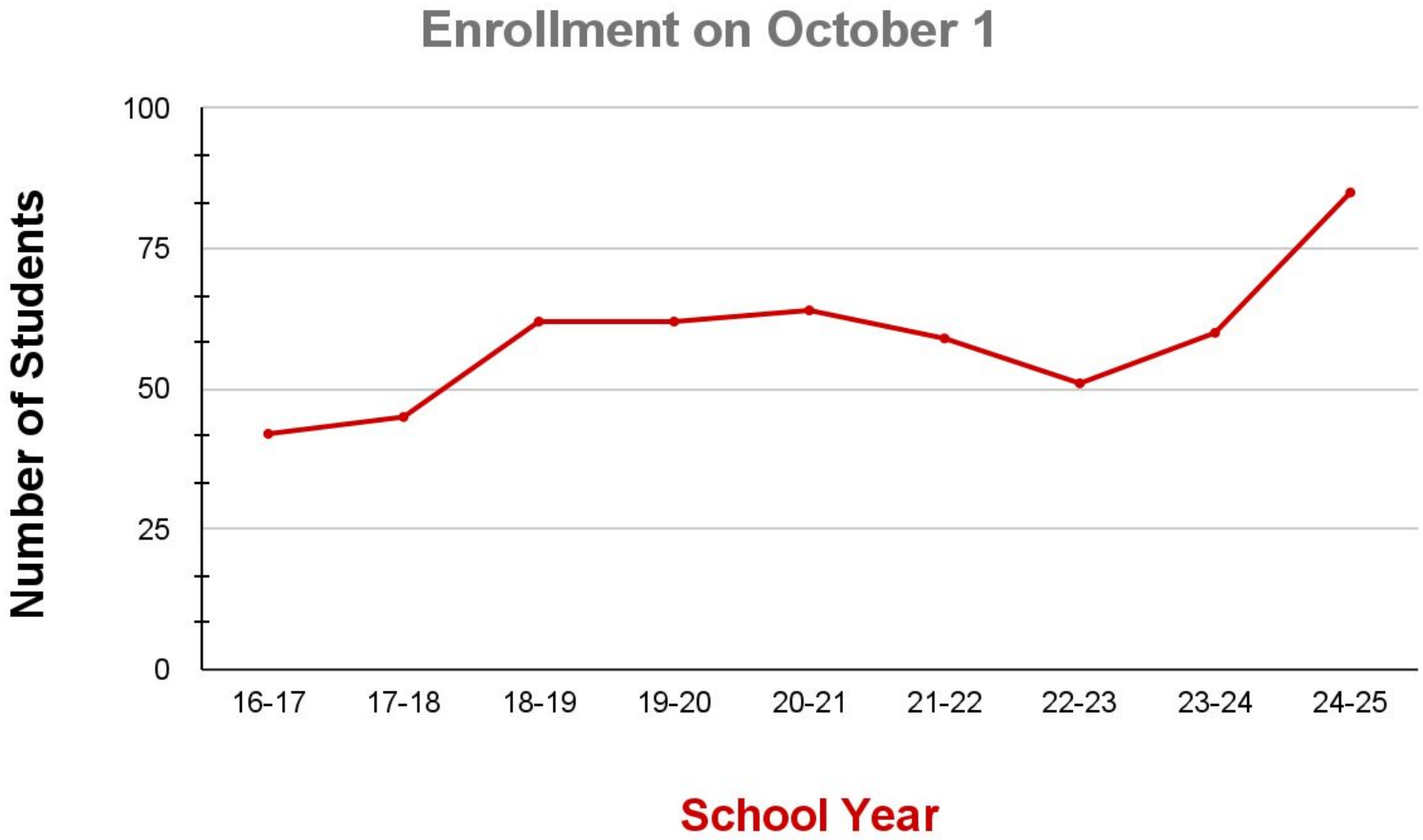
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5 Year Enrollment Trend Data
85 SY24-25

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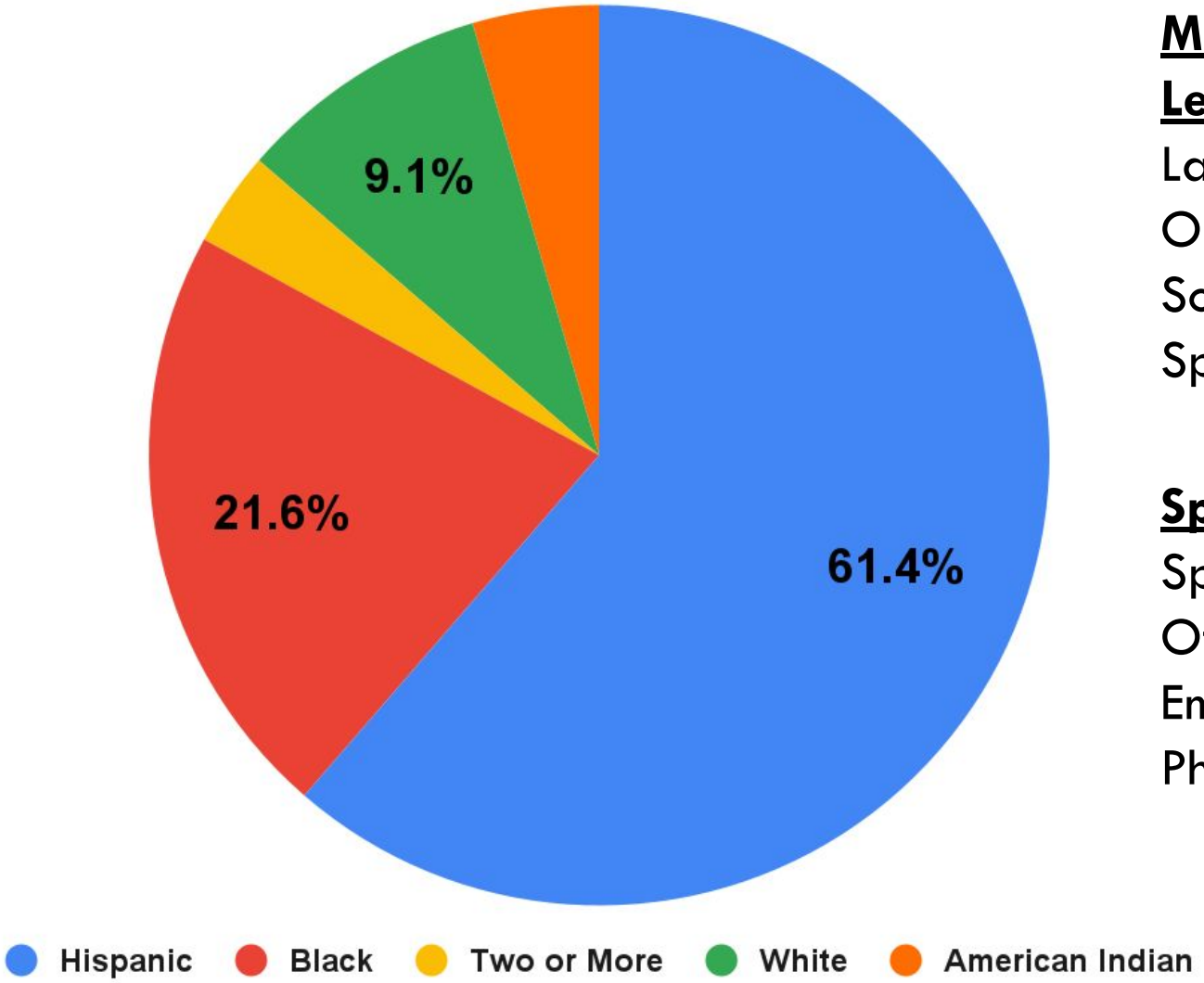
Demographics and Enrollment Data
SY24-25 (Apr 20th)

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Student Count as of April 20th		Richfield Residents Open Enrollees	
10th Graders	1	Richfield	64
11th Graders	31	Minneapolis	7
12 Graders	41	Bloomington	9
5th Year Seniors	12	Edina	2
6th Year Seniors	0	Maple Grove, St Louis Park, Eden Prairie, Lake Elmo, West St. Paul, Northfield	1 each
7th Year Seniors	2		

Demographics and Enrollment Data

RICHFIELD PUBLIC SCHOOLS



Multilingual Students identified for English Learner Services Population- 28 students (39%)

Languages
Oromo- 3%
Somali- 7%
Spanish- 90%

Special Education Population- 15 students (17%)

Specific Learning Disabilities- 53%
Other Health Disabilities- 27%
Emotional/Behavioral Disorders- 13%
Physically Impaired- 7%

Community Building: Soft Start to the Year

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Base Camp: Community Building




EXIT

Hennepin Technical College

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Raptor Center Visit

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Electives Class offers Choices

Richfield's 2nd Annual Pow Wow

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Theater Experiences

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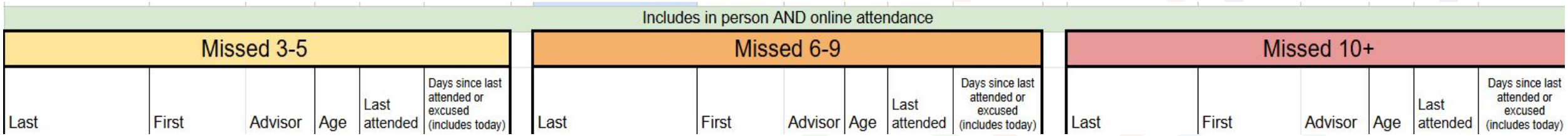




Survey Completion Rates

Building & Survey	Prior Years Average Participation	24-25 Goal	Final Data
RCEP Parent/Guardian	6% BIPOC: 83%	10% BIPOC: 88%	32% BIPOC: 89%
RCEP Staff	75%	Staff: 100%	100%

Progress Monitoring
Attendance/Work Production



Includes in person AND online attendance

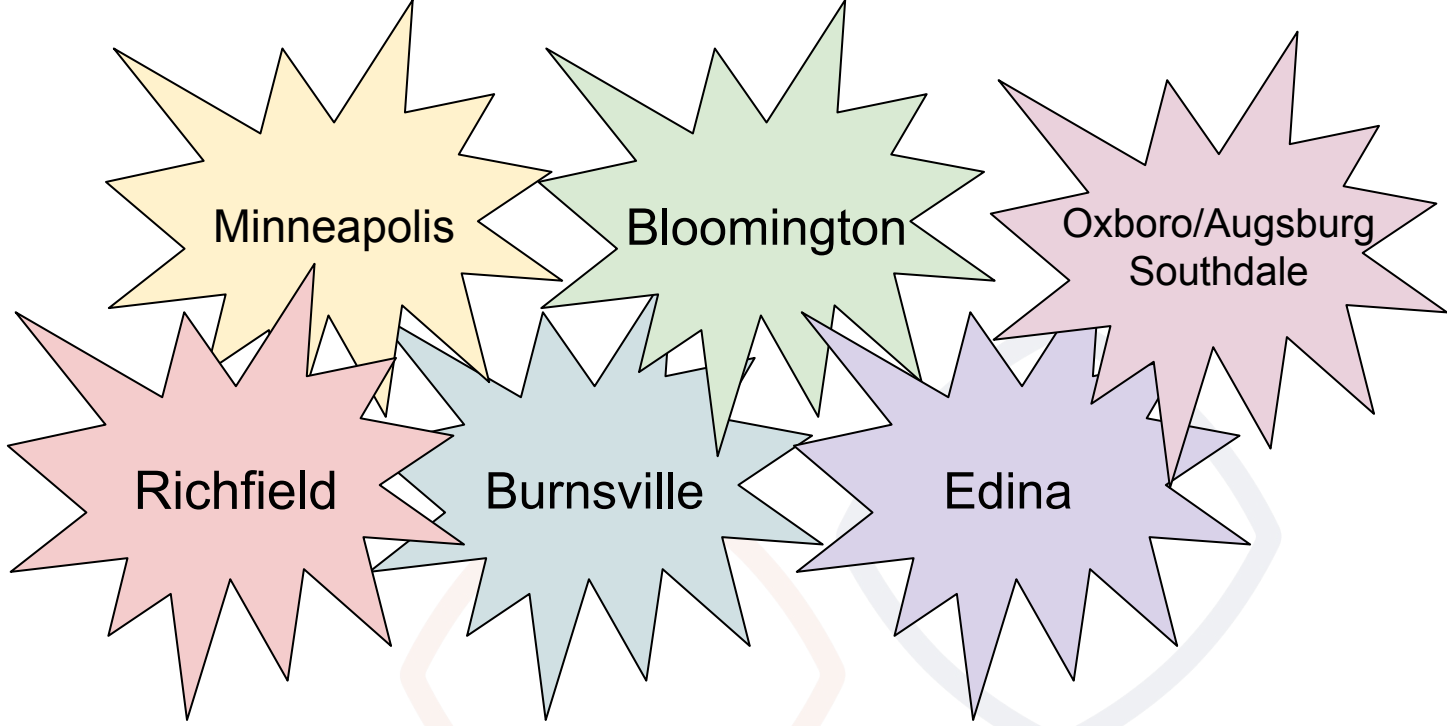
Missed 3-5						Missed 6-9						Missed 10+					
Last	First	Advisor	Age	Last attended	Days since last attended or excused (includes today)	Last	First	Advisor	Age	Last attended	Days since last attended or excused (includes today)	Last	First	Advisor	Age	Last attended	Days since last attended or excused (includes today)

Monitoring Student Progress

RICHFIELD PUBLIC SCHOOLS

GS	Total Cr	Electi	Art	PE	Health	Sci	Mat	Soc	ELA	Notes to Keep	4/16
2024	8.67	2.00	0.50	0.00	0.00	0.00	2.00	2.50	1.67		
2025	4	0.00	0.00	0.00	0.00	0.00	1.00	1.00	2.00		Cassie & Jill plan to meet her
2025	14.45	0.00	1.00	0.00	0.00	2.75	2.70	4.00	4.00		Push on Soc St classes
2025	4.92	0.00	0.00	1.25	0.00	0.00	2.00	0.00	1.67		Going to do a combo plan of Schoology/Edge for Algebra II
2025	0.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.33		Working on summatives for English
2025	30.84	13.83	1.00	1.33	0.00	5.08	5.60	2.00	2.00		Jill and Cassie plan to visit
2025	32.65	11.50	1.00	1.75	1.00	4.00	4.50	4.90	4.00		Cassie and Jill to visit, have Call to make sure family knows
2024	12.945	1.32	0.00	1.33	0.00	3.63	3.00	2.00	1.67		Cassie and Meg plan to discuss any possible accomodations around PE credit needs
2025	14.75	0.00	2.00	0.50	0.50	3.75	3.00	3.00	2.00		IEP meeting on Friday. If he does not grad in June, keeping him for Summer School would be good

RCEP
Home Visits



Goals for Home Visits:

- Re-engaging students through personal connection
- Identifying obstacles to school attendance and problem solving
- Ensuring families are up to date and informed when appropriate

Who we Visit:

- Tier 2 or 3 attendance list
- 6-15 days of non-engagement
- Students experiencing particularly high level of stress
- Students who need assistance in completing school work off site, such as meeting up at a local library

RCEP Home Visit Outcomes

- Students return or complete work
- Increased student wrap around services
- Students graduate
- Increase in parent/guardian communication
- Increase in student engagement



Home Visit Data

- 60 Home Visits as of 4/22/25
- 21 resource referrals
- 22 Family Connections
- 22 students returned within 48 hours (37%)
- 8 Drops prevented
- 5 Grads through home visits
- Many, many postcards with notes delivered!



SEL/Flexibility Paves the Way for Academic Achievement

- Senior who prefers to meet offsite to do work due to current political climate: Finishing final credit before graduation; currently meeting weekly to complete.

- Senior who had recent death of caregiver; through stress and moves is struggling to come on site and be around students. Meeting offsite to support and motivate her final few credits.

- Recent grad: Completed final credits with us at Augsburg Library 4/22/25! After stressors at Richfield High School and loss of his father, preferred to meet off site in quiet setting. After final completion, received this message from Mom:

"Thank you so much for your support and never giving up on him. I am forever grateful. Best day ever for this Mom. He just smiled all the way home…"

When it works. . . Students Graduate!

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Senior Credits as of April 21

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0=🎓	13
0.01-5	15
5.01-10	16
10.01-15	10
15.01-20	3
20+	7

SEAL of Biliteracy and World Certificate Awards





School	World Certificate	Gold Seal	Platinum Seal	Pending Scores
RCEP	16	9	3	9
RHS	37	20	12	2

Enriching and accelerating learning

RICHFIELD
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Nutrition Services Program Update

Richfield Board of Education

May 5, 2025

Michael Manning

Director of Food & Nutrition

Enriqueciendo y acelerando el aprendizaje



Nutrition Services Mission:

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Our goal is to create a warm and welcoming environment for every student, every meal, every day.

Richfield Programs Offered

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Breakfast in the Classroom

Grab and Go Breakfast

Traditional Breakfast

Second Chance Breakfast

Fresh Fruit and Vegetable Snack

Traditional Lunch

Satellite Lunch

Afterschool Snack

Afterschool Supper

Richfield Programs Offered

RICHFIELD PUBLIC SCHOOLS

CACFP (Child and Adult Care Food Programs)

- The Child and Adult Care Food Program (CACFP) is a federally funded program administered by the Nutrition, Health and Youth Development Division at the Minnesota Department of Education (MDE). The CACFP provides payments for meals and snacks served at Adult Care Centers, Child Care Centers, Day Care Homes, At-Risk After School Care Centers and Emergency Shelters.
  - Snack and Supper Sites
    - Centennial Elementary
    - Richfield Middle School
  - Snack Only Sites
    - Richfield STEM
    - Richfield Dual Language School
    - Sheridan Hills
  - Supper Only Sites
    - Richfield High School

CACFP
CHILD AND ADULT CARE FOOD PROGRAM

Richfield Programs Offered Continued

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School Breakfast Program (SBP) & National School Lunch Program (NSLP)

- The School Nutrition Programs (SNP) are federally assisted nutrition programs that operate in public, nonpublic and residential child care institutions in Minnesota. The U.S. Department of Agriculture (USDA) provides funding and regulatory oversight to state agencies that administer the programs to eligible schools.
  - Centennial Elementary
  - Sheridan Hills Elementary
  - Richfield STEM
  - Richfield Dual Language School
  - Richfield Middle School
  - Richfield High School
    - Richfield College Experience Program
    - Central Education Center
    - Richfield Special Education SEC-Secondary

NATIONAL SCHOOL LUNCH PROGRAM

Richfield Programs Offered Continued

RICHFIELD PUBLIC SCHOOLS

Fresh Fruit and Vegetable Program (FFVP)

- The Fresh Fruit and Vegetable Program (FFVP) provides all children in participating elementary schools with a variety of free fresh fruit and vegetable snacks within the school day. It is an effective and creative way to introduce fresh fruits and vegetables as healthy snack options. The FFVP also encourages schools to develop partnerships at the state and local levels for support in implementing and operating the program.
- Eligible applicants must:
  - Be an elementary school,
  - Participate in the NSLP, and
  - Have at least **50% free or reduced-price eligible students**.

  - Centennial Elementary



Program Participation

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SY 2023-24 (YTD February):

Average Daily Participation breakfast = 48.33% YTD

Average Daily Participation lunch = 66.94% YTD

F/R Percentage= 58.31%

SY 2024-25 (YTD February):

Average Daily Participation breakfast = 49.06% YTD

Average Daily Participation lunch = 71.20% YTD

F/R Percentage= 53.37%



School Lunch Heroes

RICHFIELD PUBLIC SCHOOLS













Flavor on Deck

NEW ITEMS

RICHFIELD PUBLIC SCHOOLS















Partnerships

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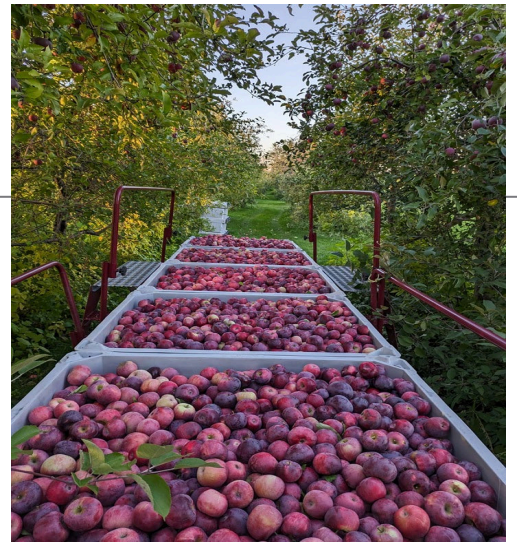








Grants



- School Waste Reduction and Recycling Grant
  - Grant to put Share Carts in all 4 Elementary Schools and Richfield Middle School. (Completed)

FFVP (Fresh Fruit and Vegetable Program)

- Centennial Elementary



Summer Plans

Kindergarten Readiness

- Central Education Center
- 8/5 – 8/15
  - SBP & SLP utilized to offer meals normally not available

K-5

- Richfield STEM (Credit Recovery & ESY)
- 6/23 – 7/24
  - Breakfast in the classroom (multiple kiosks)

6-8

- Richfield Middle School (Credit Recovery, ESY, & Beacons B-Camp)
- 6/23 – 8/14
  - Breakfast in the classroom (multiple kiosks)

9-12

- Richfield High School (Credit Recovery & ESY)
- 6/16 – 7/24
  - Breakfast in the classroom (multiple kiosks)
  - Grab & Go lunch
  - Satellite meals sent to ISD 287



SY 25/26 Plans

Elementary Schools

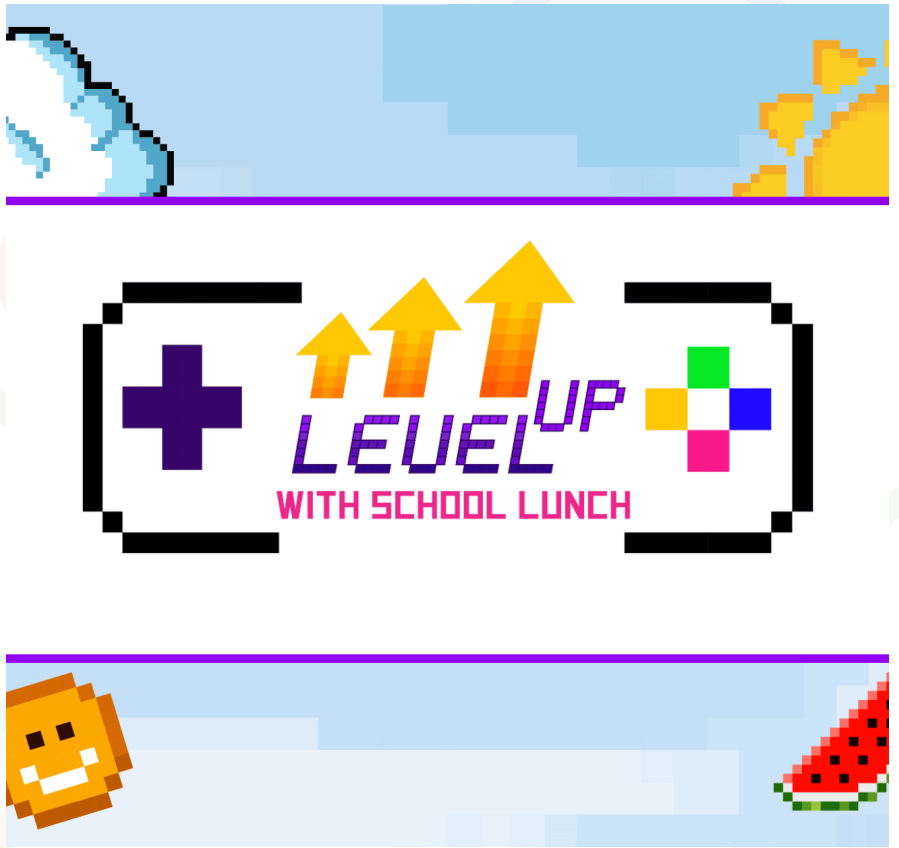
- Breakfast in the classroom
- Lunch in the cafeteria
- Greater Nutrition promotion and education

Richfield Middle School

- Hybrid Breakfast
- Lunch in the cafeteria
- Greater Nutrition promotion and education

Richfield High School

- Hybrid Breakfast
- Lunch in the cafeteria
- Greater Nutrition promotion and education



Vendor Contract Status

Main Vendor – Upper Lakes Foods – Recommend Renewal in Upcoming Board Agenda

Produce Vendor – RFP Currently underway

Local Apples Vendor - RFP Currently underway

Milk Vendor – Kemps - Recommend Renewal in Upcoming Board Agenda

Bread Vendor – Pan-O-Gold - Recommend Renewal in Upcoming Board Agenda

Disposables Vendor – Trio Supply – Recommend Renewal in Upcoming Board Agenda

Updated Negative Balance

RICHFIELD PUBLIC SCHOOLS

Current negative student balances = (-$20,132.99) for all accounts less than –(.01)

- Closed Accounts = (-$8,316.26)
- Open Accounts = (-$11,816.73)
- Approximate $4,000 drop from last year

Current negative adult balances = (-$866.40) for all accounts less than –(.01)

- Closed Accounts = (-$108.20)
- Open Accounts = (-$758.20)
- Approximate $100 increase from last year

Sunshine Fund Balance = $8837.96

- Approximate $1000 increase from last year

Administrative Review 24/25

- School Breakfast Program (SBP) & National School Lunch Program (NSLP)
  - Completed 04/10/2025
  - No major findings found
    - Corrective Action Items
      - Application for benefits approval clarification
      - Restriction of access through SIS to protect family confidentiality
      - Institute of Child Nutrition Civil Rights training needed
      - Offer vs Serve signage posted
      - Minor menu modification made to grab and go meals
      - Buy American process needs updating
      - FFVP Grant Claim clarification

Enriching and accelerating learning

RICHFIELD
PUBLIC SCHOOLS

Questions or comments?

Michael.manning@rpsmn.org

(612)798-6071

Enriqueciendo y acelerando el aprendizaje

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 5, 2025

Subject: Commendations

Employee Appreciation Days
May 2 was School Lunch Hero Day! Nutritious meals at school are an essential part of the school day. The staff of the District's food and nutrition department are committed to providing healthful, nutritious meals to the District's students. RPS expresses its deep appreciation to these valuable employees and commends their good work on behalf of our students.

May 5-9 is Teacher Appreciation Week! From morning greetings and classroom discussions to after school support and thoughtful feedback, teachers shine their light on every aspect of student growth and development. Each day, they spark curiosity, kindle creativity and brighten the future for every student in their care. Thank you, teachers!

May 7 is National School Nurses Day! RPS celebrates and acknowledges the accomplishments of our school nurses and health paraprofessionals and their efforts to meet the needs of our students by providing and advocating for quality student-centered care. We are grateful to our health services staff who contribute to our district by supporting students to stay healthy, in school, safe, and ready to learn. Thank you!

May 9 is School Communicators Day! Transparent and effective communication about RPS programs, services, plans, decisions and priorities to students, families, staff and community stakeholders is critically important. Our Marketing & Communications Department works tirelessly to foster meaningful staff, parent/guardian and community engagement through communication and works to elevate the RPS brand and amplify key messages about RPS to new and existing audiences. RPS is proud of our communication team!


I am proud to be a
SCHOOL LUNCH HERO
artwork ©2021 Jarrett J. Krosoczka


SCHOOL NURSE DAY
MAY 7 • 2025


National PTA
everychild. onevoice.
TEACHERS
Light the Way
TO BRIGHTER FUTURES
2025 TEACHER APPRECIATION WEEK℠
PTA.org/ThankATeacher


school communicators day
nspra

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 5, 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 21, 2025
   - Disbursements from the April 21, 2025 Meeting
   - Checks & E-pay Register from the April 21, 2025 Meeting
   - Superintendent's Report and Agenda Meeting Minutes from April 21, 2025
2. General Disbursements as of 4/24/25 in the Amount of $1,125,494.98
   - Disbursements for the May 5, 2025 Meeting
   - Checks & E-pay Register for the May 5, 2025 Meeting
3. Investment Holdings
   - Investment Holdings as of April 30, 2025

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**

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 21, 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 21, 2025 in the boardroom at the Richfield Public Schools District Office. Chair Carter called the regular board meeting to order at 7:03 p.m. with the following school board members in attendance: Banks Kupcho, Liss, Pollis and Spencer. Cole was not able to attend.

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

II. REVIEW AND APPROVAL OF THE AGENDA

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

III. INFORMATION AND PROPOSALS - NON-ACTION ITEMS

A. Public Comment
B. Superintendent Update
    1. 70th/73rd St. Construction Projects Presentation
    2. Elementary & Secondary Education Presentation
C. Commendation

IV. CONSENT AGENDA

A. Routine Matters
    1. Minutes of the Regular Meeting held April 7, 2025
    2. General Disbursements as of 4/14/25 in the Amount of $1,001,568.88
    3. Year-to-Date Finance Update
B. 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

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

V. OLD BUSINESS

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

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

B. Policy 612: Curriculum Development & Administrative Guideline 612.1 - third read
C. Policy 502: Resident and Nonresident Student Enrollment & Administrative Guideline 502.1 - second read

VI. NEW BUSINESS

A. Permanent Sidewalk and Trail Easement, Permanent Drainage and Utility Easement, and Temporary Construction Easement

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

B. Resolution Proposing to Discontinue Teaching Contract and Place Teacher on Unrequested Leave of Absence

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

C. Paraprofessionals Collective Bargaining Agreement 2024-2026

Motion by Pollis, seconded by Spencer, and unanimously carried, the board of education approved the agreement.

D. Food and Nutrition Services Collective Bargaining Agreement 2024-2026

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

E. Administrative and Management Support Professionals Collective Bargaining Agreement 2024-2026

Motion by Pollis, seconded by Spencer, and unanimously carried, the board of education approved the agreement.

F. Policy 404: Drug and Alcohol Testing - first read
G. Donations

Motion by Liss, seconded by Banks Kupcho, 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
5-5-2025 7 p.m. Regular Board Meeting

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

Motion by Spencer, seconded by Liss, and unanimously carried, the board of education moved into closed session at 8:35 p.m. Attending the closed session were Banks Kupcho, Carter, Liss, Pollis and Spencer. Superintendent Unowsky, Chief HR and Administrative Officer Holje and Director of HR Axell were also present.

IX. REOPEN MEETING

Motion by Pollis, seconded by Spencer, and unanimously carried, the board of education moved into open session at 9:04 p.m. with the following board members present: Banks Kupcho, Carter, Liss, Pollis and Spencer. Superintendent Unowsky and Chief HR and Administrative Officer Holje were also present.

X. ADJOURN REGULAR MEETING

Chair Carter adjourned the meeting at 9:05 p.m.

CHECK RUNS, E-PAYS & SCHOLARSHIPS FOR 05/05/2025 BOARD REPORTS

BANK 05	DATE	AMOUNT
Checks	4/17/2025	756,389.60
	4/18/2025	54,843.10
	4/24/2025	311,244.61
E-Pays	4/17/2024	1,017.67
SCHOLARSHIPS	4/24/2025	2,000.00

CHECK REGISTER BANK 05 TOTAL =	**1,125,494.98**

BREAKDOWN	
01-206-00	357,529.92
02-206-00	56,850.51
03-206-00	672,087.36
04-206-00	6,457.72
06-206-00	2,514.03
07-206-00	
18-206-00	
20-206-00	29,337.10
21-206-00	718.34
47-206-00	
BANK TOTAL =	**1,125,494.98**

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	314871	04/17/2025	ALERUS RETIREMENT AND BENEFITS	R	882.60
01	314872	04/17/2025	ALLIED PROFESSIONALS, INC.	R	1,000.50
01	314873	04/17/2025	ALTMAN ADAM	R	400.00
01	314874	04/17/2025	ANTHONY LEE FRANK	R	450.00
01	314875	04/17/2025	AI TECHNOLOGIES LLC	R	240.00
01	314876	04/17/2025	BENT PINE ACADEMY	R	241.94
01	314877	04/17/2025	BOOKSOURCE	R	862.63
01	314878	04/17/2025	BRIN GLASS COMPANY	R	2,701.00
01	314879	04/17/2025	BSN SPORTS, LLC	R	2,396.90
01	314880	04/17/2025	COUGHLAN COMPANIES LLC	R	4,770.23
01	314881	04/17/2025	CAPTIVATE MEDIA & CONSULTING	R	3,740.50
01	314882	04/17/2025	CINTAS CORPORATION NO 2	R	303.72
01	314883	04/17/2025	CITY OF RICHFIELD	R	1,741.08
01	314884	04/17/2025	COMCAST BUSINESS	R	561.05
01	314885	04/17/2025	CONTEMPORARY TRANSPORTATION LLC	R	16,095.00
01	314886	04/17/2025	CUB FOODS	R	457.37
01	314887	04/17/2025	DIGITAL INSURANCE LLC	R	3,607.00
01	314888	04/17/2025	ECM PUBLISHERS INC	R	157.50
01	314889	04/17/2025	EDUCATORS BENEFIT CONSULTANTS LLC	R	524.33
01	314890	04/17/2025	GRAFTON SCHOOL, INC.	R	1,057.85
01	314891	04/17/2025	WW GRAINGER INC	R	56.38
01	314892	04/17/2025	HILLYARD MINNEAPOLIS	R	5,993.71
01	314893	04/17/2025	HOGAN ASSESSMENT SYSTEMS INC	R	1,845.00
01	314894	04/17/2025	HOME DEPOT U.S.A.	R	597.22
01	314895	04/17/2025	INTERSTATE ALL BATTERY CENTER	R	189.90
01	314896	04/17/2025	JOHNSON CONTROLS SECURITY SOLUTIONS	R	670.80
01	314897	04/17/2025	JW PEPPER & SON INC	R	393.24
01	314898	04/17/2025	KLEIN MORVA A	R	350.00
01	314899	04/17/2025	LOFFLER	R	994.64
01	314900	04/17/2025	MARX, CHANTEL	R	362.91
01	314901	04/17/2025	MAXORPLUS, LTD	R	27,810.64
01	314902	04/17/2025	MN UMPIRES ASSOCIATION	R	475.00
01	314903	04/17/2025	MRI SOFTWARE LLC	R	357.50
01	314904	04/17/2025	MTN-METROPOLITAN TRANSP NETWORK	R	438,814.99
01	314905	04/17/2025	NAPA AUTO PARTS	R	394.09
01	314906	04/17/2025	NEW DOMINION SCHOOL	R	5,886.08
01	314907	04/17/2025	NOVAK JANICE SOPHIE	R	80.00
01	314908	04/17/2025	ON SITE SANITATION	R	1,112.86
01	314909	04/17/2025	PAUL H. BROOKES PUBLISHING CO., INC	R	499.90
01	314910	04/17/2025	PEDIATRIC HOME SERVICE	R	637.50
01	314911	04/17/2025	PEG DASS	R	69.00
01	314912	04/17/2025	PER MAR SECURITY SERVICES	R	42.10
01	314913	04/17/2025	PERMA-BOUND BOOKS	R	361.16
01	314914	04/17/2025	PIONEER MANUFACTURING COMPANY	R	684.13
01	314915	04/17/2025	PLUNKETT'S /VARMENT GUARD	R	1,159.37
01	314916	04/17/2025	PROPIO LS, LLC	R	44.24
01	314917	04/17/2025	RED BALLOON BOOKSHOP	R	564.19
01	314918	04/17/2025	SEPTRAN STUDENT TRANSPORTATION	R	27,729.72
01	314919	04/17/2025	SHERWIN WILLIAMS CO	R	66.78
01	314920	04/17/2025	SOLIANT HEALTH, LLC	R	3,222.50
01	314921	04/17/2025	STONE ARCH STUDIO LLC	R	140.00
01	314922	04/17/2025	SUPREME SCHOOL SUPPLY	R	144.54
01	314923	04/17/2025	TEAMWORKS INTERNATIONAL, INC	R	205.80
01	314924	04/17/2025	TEMP SOCIAL WORK	R	2,647.71
01	314925	04/17/2025	TWIN CITY TRANSPORTATION	R	182,979.46
01	314926	04/17/2025	UNIVERSITY OF MINNESOTA DULUTH	R	3,000.00
01	314927	04/17/2025	UNIVERSITY OF WISCONSIN-LACROSSE	R	1,000.00
01	314928	04/17/2025	WOLD ARCHITECTS AND ENGINEERS	R	2,514.03

01	314929	04/17/2025	XCEL ENERGY	R	101.31
01	V2502307	04/17/2025	JENELLE BULLEN	R	308.50
01	V2502308	04/17/2025	RACHEL U CORNES	R	26.49
01	V2502309	04/17/2025	MICHAEL A MANNING	R	104.44
01	V2502310	04/17/2025	COREY NEEDLEMAN	R	103.83
01	V2502311	04/17/2025	MICHAEL PETERSEN	R	14.97
01	V2502312	04/17/2025	AMANDA SAUER	R	56.44
01	V2502313	04/17/2025	NICOLE STODOLA	R	193.00
01	V2502314	04/17/2025	JESSICA T WOLFGRAM	R	210.00
01	314930	04/18/2025	BIX FRUIT COMPANY	R	11,148.53
01	314931	04/18/2025	BRAND FARMS	R	1,440.00
01	314932	04/18/2025	CDW GOVERNMENT INC	R	1,850.00
01	314933	04/18/2025	INTERMEDIATE DISTRICT 287	R	837.20
01	314934	04/18/2025	JODI SCHAEFER MILLER	R	80.00
01	314935	04/18/2025	KEMPS LLC	V	0.00
01	314936	04/18/2025	KEMPS LLC	R	4,439.88
01	314937	04/18/2025	KURPIERS REYNE	R	80.00
01	314938	04/18/2025	PALM, ALEXANDRA L	R	80.00
01	314939	04/18/2025	PAN O GOLD BAKING CO	R	439.15
01	314940	04/18/2025	PROPER STEPHANIE	R	80.00
01	314941	04/18/2025	TORTILLERIA LA PERLA	R	200.48
01	314942	04/18/2025	TRIO SUPPLY COMPANY	R	1,140.87
01	314943	04/18/2025	UPPER LAKES FOODS	V	0.00
01	314944	04/18/2025	UPPER LAKES FOODS	R	32,866.99
01	314945	04/18/2025	WARDELL AMY L	R	80.00
01	314946	04/18/2025	YOUNG LEXANDRA B	R	80.00
01	314947	04/24/2025	BATTERIES R US	R	614.95
01	314948	04/24/2025	BSI MECHANICAL, INC.	R	923.91
01	314949	04/24/2025	BSN SPORTS, LLC	R	439.70
01	314950	04/24/2025	CANON USA	R	4,674.02
01	314951	04/24/2025	CAPITAL ONE TRADE CREDIT	R	512.80
01	314952	04/24/2025	CATALYST BUYING GROUP LLC	R	690.04
01	314953	04/24/2025	CDW GOVERNMENT INC	R	2,235.00
01	314954	04/24/2025	CINTAS CORPORATION NO 2	R	143.41
01	314955	04/24/2025	COMCAST	R	405.22
01	314956	04/24/2025	CONTINENTAL RESEARCH CORP	R	664.64
01	314957	04/24/2025	CUSTOM EDUCATION SOLUTIONS INC	R	2,930.40
01	314958	04/24/2025	ECCO MIDWEST INC	R	1,810.75
01	314959	04/24/2025	FASTENAL INDUSTRIAL	R	681.86
01	314960	04/24/2025	WW GRAINGER INC	R	195.30
01	314961	04/24/2025	HILLYARD MINNEAPOLIS	R	12,877.64
01	314962	04/24/2025	IDEAL ENERGIES SOLAR LEASE 2021,LLC	R	7,715.32
01	314963	04/24/2025	INSTITUTE FOR ENVIROMENTAL	R	12,032.32
01	314964	04/24/2025	INTERMEDIATE DISTRICT 287	R	126,767.13
01	314965	04/24/2025	JEFF R SCHAD	R	500.00
01	314966	04/24/2025	LEROY'S GREAT BEAR	R	44.99
01	314967	04/24/2025	LOFFLER COMPANIES	R	14,558.04
01	314968	04/24/2025	LUND, SARAH	R	390.00
01	314969	04/24/2025	MADISON NATIONAL LIFE INS CO INC	R	18,432.61
01	314970	04/24/2025	MCDONOUGH'S SEWER SERVICES, INC.	R	498.00
01	314971	04/24/2025	MOBILE HEALTH SERVICES, LLC	R	825.00
01	314972	04/24/2025	MINNEAPOLIS COLLEGE	R	1,500.00
01	314973	04/24/2025	MTI DISTRIBUTING CO	R	1,621.26
01	314974	04/24/2025	NAPA AUTO PARTS	R	256.59
01	314975	04/24/2025	NEI ELECTRIC, INC.	R	1,542.30
01	314976	04/24/2025	ON SITE SANITATION	R	250.00
01	314977	04/24/2025	PECK SHAWN	R	81.00
01	314978	04/24/2025	SCHOOL SERVICE EMPLOYEES UNION	R	8,380.19
01	314979	04/24/2025	SOURCEWELL	R	28,573.75

01	314980	04/24/2025	SQUIRES, WALDSPURGER & MACE, P.A.	R	367.20
01	314981	04/24/2025	STEVE SCHNEEBERGER	R	60.00
01	314982	04/24/2025	STONE ARCH STUDIO LLC	R	180.00
01	314983	04/24/2025	TRISTATE BOBCAT INC	R	5.38
01	314984	04/24/2025	UNITED STATES TREASURER	R	200.00
01	314985	04/24/2025	VOIGT'S MOTORCOACH TRAVEL, INC.	R	821.10
01	314986	04/24/2025	VSP INSURANCE CO. (CT)	R	3,382.84
01	314987	04/24/2025	WILD MOUNTAIN	R	276.00
01	314988	04/24/2025	WINONA STATE UNIVERSITY	R	500.00
01	314989	04/24/2025	WORLD FUEL SERVICES, INC.	R	1,611.51
01	314990	04/24/2025	XCEL ENERGY	R	52,072.44
			TOTAL CHECK, EPAY & SCHOLARSHIP REGISTER		**1,125,494.98**

RICHFIELD PUBLIC SCHOOLS

Investment Holdings as of

April 30, 2025

Description	Matures	Rate	Cost	General Operating	2024A Cap Fac Bond	2018A Bond	OPEB Bond
TREASURY BILL	07/10/25	4.18%	999,739.31	999,739.31	-	-	-
MNTrust TERM SERIES	09/17/25	4.19%	1,000,000.00	1,000,000.00	-	-	-
US TREASURY N/B	09/30/25	4.22%	748,874.02	748,874.02	-	-	-
Susquehanna Community Bank	10/02/25	4.25%	240,900.00	240,900.00	-	-	-
MN TRUST TERM SERIES	01/07/26	4.82%	3,000,000.00	3,000,000.00	-	-	-
MNTrust TERM SERIES	01/20/26	3.96%	1,750,000.00	1,750,000.00	-	-	-
MNTrust TERM SERIES	01/26/26	4.25%	2,000,000.00	2,000,000.00	-	-	-
MNTrust TERM SERIES	01/26/26	4.10%	1,000,000.00	1,000,000.00	-	-	-
Western Alliance Bank	01/26/26	4.06%	241,500.00	241,500.00	-	-	-
NexBank	01/29/26	4.14%	240,000.00	240,000.00	-	-	-
GBank	01/29/26	4.18%	239,900.00	239,900.00	-	-	-
Omb Bank	01/29/26	4.15%	239,900.00	239,900.00	-	-	-
ServisFirst Bank	01/29/26	4.24%	239,700.00	239,700.00	-	-	-
Pelican State Credit Union	03/19/26	3.98%	240,300.00	240,300.00	-	-	-
NorthEast Community Bank	03/19/26	4.02%	240,200.00	240,200.00	-	-	-
Solera National Bank	03/19/26	4.09%	240,100.00	240,100.00	-	-	-
Royal Business Bank	03/19/26	4.02%	240,200.00	240,200.00	-	-	-
MN TRUST TERM SERIES	05/18/26	4.70%	1,000,000.00	1,000,000.00	-	-	-
MNTrust TERM SERIES	07/27/26	3.95%	1,000,000.00	1,000,000.00	-	-	-
STRIPS	11/15/26	4.19%	499,807.02	499,807.02	-	-	-
MNTrust TERM SERIES	01/25/27	3.93%	1,000,000.00	1,000,000.00	-	-	-
Federated Institutional Tax-Free Cash Trust		2.92%	288,474.49	-	-	288,474.49	-
Oakwood Bank	05/01/25	5.05%	237,650.00	-	237,650.00	-	-
CIBM Bank	06/02/25	5.03%	236,700.00	-	236,700.00	-	-
GOLDMAN SACHS GOVERNMENT MONEY MARKET		4.96%	4,413,457.32	-	-	-	4,413,457.32
Great Midwest Bank, S.S.B.	06/30/25	4.13%	227,400.00	-	-	-	227,400.00
ELGA CREDIT UNION	06/30/25	4.13%	226,750.00	-	-	-	226,750.00
FREDDIE MAC	09/23/25	1.60%	287,372.71	-	-	-	287,372.71
US TREASURY N/B	09/30/25	4.41%	621,742.19	-	-	-	621,742.19
KS STATEBANK / KANSAS STATE BANK OF MANHA	11/10/25	4.75%	212,900.00	-	-	-	212,900.00
US TREASURY N/B	09/30/26	4.34%	789,398.44	-	-	-	789,398.44
FIRST INTERNET BANK OF INDIANA	09/30/26	4.00%	209,500.00	-	-	-	209,500.00
BANK HAPOALIM	10/01/26	4.45%	206,700.00	-	-	-	206,700.00
Total Investments Held			**24,359,165.50**	**16,401,120.35**	**474,350.00**	**288,474.49**	**7,195,220.66**

ppd:Finance

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting May 05, 2025

Subject: PERSONNEL ITEMS

(Recommended by superintendent)
That the board of education approve the following personnel items:

Classified Management Full Time for Employment
Erica Strand Alcantara – Human Resources Manager – District Office
Effective: 5/12/2025

Full Time Certified Probationary Year 1 of 3
Jennifer Roll – Occupational Therapist – Early Childhood/Central
Effective: 8/19/25
Whitney Nielsen-Perez – School Social Worker – Richfield High School
Effective: 8/19/25

Full Time Certified Probationary Year 1 of 1
Ana Walker – Elementary Teacher – Sheridan Hills Elementary
Effective: 8/19/25
Shane Barton – Special Education Teacher – Richfield High School
Effective: 8/19/25
Emily Dungan – Dual Language Elementary Teacher – RDLS
Effective: 8/19/25

Move from Full Time Tier 2 to Probationary Year 1 of 1
Francisco Javier Rosal Bustamante – Dual Language Elementary Teacher – RDLS
Effective: 3/27/25
Javier Alejandro Salmeron Chacon – Dual Language Elementary Teacher – RDLS
Effective: 4/10/25

Certified Temporary Part Time Increase
Shannon Ritt - Special Ed Due Process Lead – Districtwide
0.5 to 0.8 FTE for the 2025-2026 school year

Certified Full-Time Resignation
Sadie Tollman – Lead Special Education Teacher – STEM Elementary
Effective: 6/6/2025
Years of Service: 4

Madeline Selcke – EL Teacher – Richfield High School
Effective: 6/6/2025
Years of Service: 3
Maria France Vicens Marti – Dual Language Elementary Teacher – RDLS
Effective: 6/6/2025
Years of Service: 2
Elizabeth Sullivan – School Social Worker – Sheridan Hills Elementary
Effective: 6/6/2025
Years of Service: 1

Classified Part-Time Facilities & Transportation for Employment
Jennifer Montilino - Bus Driver – Garage
Effective: 04/22/2025

Classified Full-Time Paraprofessional for Employment
Kameron Poncius - Special Education – Richfield STEM Elementary
Effective: 04/30/2025

Classified Part-Time Administrative Assistant Resignation
Nicole Stodola - Administrative Assistant 2 – Community Education
Effective: 04/17/2025
Years of Service: 0.5

Classified Part-Time Paraprofessional Resignation
Nicole Stodola - Clerical Paraprofessional – Richfield High School
Effective: 04/23/2025
Years of Service: 2.5

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 5, 2025

Subject: Curriculum Development

(Recommended by the superintendent)

Passage upon a fourth 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 all curriculum choices feature evidence-based and pedagogically sound materials and methods;

   f. 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

   g. 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.~~

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

~~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

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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:

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 ACTION **Agenda Item V.B.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 5, 2025

Subject: Resident and Nonresident Student Enrollment

(Recommended by the superintendent)

Passage upon a third 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 enrollment team members, 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.

3. A student who is a legal adult may enroll themselves in RPS without a parent/guardian and can establish residency through any of the methods provided for parents/guardians.

~~2~~4. 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:

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

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

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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;

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

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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)

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 5, 2025

Subject: Drug and Alcohol Testing

(Recommended by the superintendent)

A second 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 has been reviewed by the HR and Facilities & Transportation Departments, and suggested changes are included. The majority of the changes reflect updates to Minnesota statute, including additional specifics around cannabis testing.

Attachments:
Policy 404: Drug and Alcohol Testing - redlined
Policy 404 Attachments A-G - redlined
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 AND CANNABIS TESTING

I. PURPOSE

A. The school board recognizes the significant problems created by ~~drug and alcohol~~ 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 and alcohol~~drug, alcohol, and cannabis 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~~drug, alcohol, and cannabis 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~~Richfield Public Schools 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 d~~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 Minn. Stat. §§ 181.950-181.957.

B. The ~~school d~~District may request or require that any ~~school d~~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 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 d~~District property (which includes ~~school d~~District vehicles), while operating ~~school d~~District vehicles or equipment, and at any school-sponsored program or event. Use of drugs ~~which~~ that 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 d~~District property. Employees under the influence of drugs ~~which~~ that are

not medically prescribed are prohibited from entering or remaining on ~~school d~~District property.

D. The use, possession, sale, purchase, transfer, or dispensing of alcohol or cannabis is prohibited on ~~school d~~District property (which includes ~~school d~~District vehicles), while operating ~~school d~~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 d~~District property. Employees under the influence of alcohol or cannabis are prohibited from entering or remaining on ~~school d~~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.

F. The 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 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 AND OTHER POSITIONS REQUIRING A COMMERCIAL ~~DRIVERS~~ DRIVER'S LICENSE

A. General Statement of Policy

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All persons subject to commercial driver's license requirements shall be tested for alcohol, ~~marijuana~~ 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 d~~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~~ that is designed to transport 16 or more passengers, including the driver.

5. "Designated Employer Representative" (DER) means a designated ~~school d~~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. "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.

~~7~~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.

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~~8~~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.

~~9~~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.

~~10~~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 d~~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~~they ~~has~~ have left before it commences is not deemed to have refused to submit to testing.

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~~11~~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 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~~14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.

~~13~~15. "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~~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

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1. The ~~school d~~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 d~~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 d~~District shall provide written notice to representatives of employee organizations that the information described above is available.

4. The ~~school d~~District shall require each driver to sign a statement certifying that ~~he or she~~they have ~~has~~ received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The ~~school d~~District will maintain the original signed

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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 d~~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

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functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the ~~school d~~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 d~~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 d~~District premises or operating any ~~school d~~District vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

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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 d~~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/Cannabinoid Products

A driver shall inform ~~his or her~~their 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 d~~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.

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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 d~~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 d~~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~~they have 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 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).

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The District shall retain the consent for three (3) years from the date of the query.

2. Post-Accident Testing

a. As soon as practicable following an accident involving a CMV, the ~~school d~~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 d~~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 D~~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 District shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

3. Random Testing

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

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b. The ~~school d~~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 d~~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 d~~District shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or ~~school d~~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 d~~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 d~~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 d~~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. The 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.

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.

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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 d~~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 d~~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~~them 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

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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.

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2. The ~~school d~~District will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:

a. The ~~school d~~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 d~~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.

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

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The ~~school d~~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 d~~District.

b. If the ~~school d~~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 d~~District is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

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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 d~~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 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.

Q. Report to Clearinghouse

The 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 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 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 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

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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 District shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.

2 The District may not access an individual's Clearinghouse record unless the 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 District must retain the consent for three (3) years from the date of the last query. The 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 District shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The 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 District.

4. The 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 District.

IV. CANNABIS TESTING OR DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The ~~school d~~District may request or require drug and alcohol testing or cannabis testing for other ~~school d~~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 d~~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

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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 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

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license are governed by the provisions of the 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.

9. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the 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 non-professional 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."

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 Minn. Stat. § 181.953, Subd. 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 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.

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13. "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.

~~A~~B. Circumstances Under Which Cannabis Testing or Drug or Alcohol Testing May Be Requested or Required~~:~~; Exceptions

1. General Limitations

a. The ~~school d~~District ~~will~~ 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 ~~drug and alcohol testing~~ policy; and either (1) is conducted by a testing laboratory ~~which participates in one of the programs~~that meets one of the criteria listed in Minn. Stat. § 181.953, Subd. 1~~.~~; or (2) complies with the oral fluid test procedures under section 181.953, subdivision 5a.

b. The ~~school d~~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. 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.

~~2~~3. Job Applicant Testing

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The ~~school d~~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~~ that is contingent on the applicant's passing drug and alcohol testing, the ~~school d~~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 d~~District shall notify the job applicant of the reason for its action.

a. The 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 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 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 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

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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.

~~3~~5. Random Testing

The ~~school d~~District may request or require "other 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 d~~District may request or require any employee to undergo cannabis testing or drug and alcohol testing if the ~~school d~~District has a reasonable suspicion that the employee:

a. is under the influence of cannabis, drugs or alcohol;

b. has violated the ~~school d~~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~~District's premises or operating the ~~school d~~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

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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~~7. Treatment Program Testing

The ~~school d~~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 d~~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.

~~6~~8. Routine Physical Examination Testing

The ~~school d~~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~~C. No Legal Duty to Test

The ~~school d~~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~~ that 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 d~~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 d~~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 d~~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 d~~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 d~~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 d~~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 d~~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.

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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.

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~~d~~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 d~~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 d~~District shall provide ~~him or her~~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~~their own expense.

b. An employee or job applicant may request a confirmatory retest of the original sample at ~~his or her~~their 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 d~~District in writing of ~~his or her~~their intention to obtain a confirmatory retest.~~—~~ Within three (3) working days after receipt of the notice, the ~~school d~~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 d~~District, at the time of providing notice of the test results, shall also provide written notice to inform ~~him or her~~them 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 d~~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 d~~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 d~~District, unless the following conditions have been met:

   a. The ~~school d~~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 d~~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 d~~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 d~~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 d~~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 d~~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 d~~District to lose money or licensing-related benefit under federal law or regulations.

6. The ~~school d~~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 d~~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 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 d~~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 d~~District may withdraw the job offer.

H. Chain-of-Custody Procedures

The ~~school d~~District has established its own reliable chain-of-custody procedures to ensure proper ~~record~~ 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 d~~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 d~~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 d~~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 d~~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 d~~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)

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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. § 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 and 382 (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:
Board Policy 104 – Drug-Free Workplace/Drug-Free School
Board Policy 110 – Chemical Use/Abuse
Board Policy 412 – Public and Private Personnel Data

~~ADOPTED~~ RATIFIED 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

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Attachment A

~~[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]~~

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— DRIVER ACKNOWLEDGMENT —

DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

I have received a copy of the Drug ~~and~~, Alcohol and Cannabis 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 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~~ ratification or revision 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~~ 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

~~**[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~~Staff 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 and Cannabis 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

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Attachment E

~~**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**~~

[Employee Name]
[Employee Address]

RE: Drug and/or Alcohol, and/or Cannabis 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~~ 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~~ 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~~ District in writing of your intention to obtain a confirmatory retest.

Within three (3) working days after receipt of the notice, the ~~school district~~ 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, 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~~ 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~~ 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~~ District, unless the following conditions have been met:

a. The ~~school district~~ 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~~ 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~~ 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~~ 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~~ 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~~ 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 ~~and~~, alcohol, and cannabis ~~testing~~, the ~~school district~~ 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~~ 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 and Cannabis 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~~ ratification or revision 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, and cannabis testing as applicable. (job applicant).

Date:_____ _____
Signature of Employee/Job Applicant

_____
Typed or Printed Name

ATTACHMENT H

BUS DRIVER OR DRIVER APPLICANT —
CONSENT TO SCHOOL DISTRICT CONDUCTING
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 Richfield Public Schools conducting a Clearinghouse full query.

Dated: _____ _____

Signature of Applicant

_____

Typed or Printed Name

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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.A.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 5, 2025

SUBJECT: TERMINATION AND NONRENEWAL OF PROBATIONARY TEACHING CONTRACTS

(Recommended by superintendent)

That the board of education approve the resolution relating to the termination and nonrenewal of probationary teaching contracts.

Background Information

See attached.

New Business – For Action **Agenda Item VI.A.**

RESOLUTION RELATING TO TERMINATION AND NONRENEWAL OF THE TEACHING CONTRACTS OF THE FOLLOWING PROBATIONARY TEACHERS

FULL TIME

Kourtney Culver	Health Teacher
Michelle Fluhr Fraser	Special Education Teacher
Justin Fogel	Business Education
Rosenda Guadalupe Gaz Ibarra	Dual Language Elementary Teacher
Kelly Gerde	Math Intervention
Kevin Hall	English Teacher
June Hove	School Nurse
Nicholas Leeke	Math Teacher
Ethan Luce	Math Teacher
Arnee Martin	Art Teacher
Patricia McDougall	Special Education Teacher
Timothy Mikkelson	Special Education Teacher
Cora Peacha	Special Education Teacher
Alain Perez	Spanish Language Arts Teacher
Maria Guadalupe Leonor Ramirez Fuentes	Dual Language Elementary Teacher
Monique Tweh	School Social Worker

PART TIME

Shannon Finnegan	Special Education Teacher

WHEREAS, the above named are probationary teachers in Independent School District 280.

BE IT RESOLVED, by the school board of Independent School District 280, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contracts of the above named, who are probationary teachers in Independent School District 280, be hereby terminated at the close of the current 2024-2025 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teachers regarding termination and nonrenewal of their contracts.

May 5, 2025 Board Action

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 5, 2025

SUBJECT: 2025-26 PRELIMINARY BUDGET AND ADVANCE EXPENDITURE AUTHORIZATION

(Recommended by the superintendent)

That the board of education, based upon the 2025-26 (FY26) preliminary budget, authorize the finance department to expend up to 30% of all fund budgets prior to the final budget approval and adoption.

Background Information

(Prepared by Craig Holje, Jim Gilligan and John Lorenzini)

Information will be presented Monday regarding the preliminary budget for FY26, which will reflect the assumptions based on projected student enrollment and anticipated changes in revenue and expenditures.

This will be a first reading with a final presentation made at a June school board meeting at which time we will be recommending final approval and adoption of the 2025-26 budget.

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

RICHFIELD PUBLIC SCHOOLS

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

Proposed 2025-26 Budget

REVENUE GENERAL FUND

REVENUE CATEGORIES	Actual June 30, 2023	Actual June 30, 2024	Adopted Budget 2024-25	Revised Budget 2024-25	Proposed Budget 2025-26	Increase or (Decrease) from Revised Budget
STATE	47,269,721	55,361,384	56,786,786	61,145,174	60,607,336	(537,838)
FEDERAL	8,182,832	5,361,721	1,585,186	2,633,950	2,364,473	(269,477)
PROPERTY TAXES	17,853,747	18,257,792	23,050,883	23,100,410	23,701,323	600,913
LOCAL (FEES, INTEREST, ETC.)	1,710,034	3,026,007	2,298,325	2,171,685	2,064,740	(106,945)
TOTALS	**75,016,334**	**82,006,904**	**83,721,180**	**89,051,219**	**88,737,872**	**(313,347)**

EXPENDITURES GENERAL FUND

OBJECT SERIES	Actual June 30, 2023	Actual June 30, 2024	Adopted Budget 2024-25	Revised Budget 2024-25	Proposed Budget 2025-26	Increase or (Decrease) from Revised Budget
SALARIES & WAGES	42,666,507	44,595,087	47,359,520	48,079,454	50,983,944	2,904,490
EMPLOYEE BENEFITS	14,518,827	15,376,729	16,012,385	16,284,347	18,181,856	1,897,509
PURCHASED SERVICES	11,201,175	13,172,577	12,103,692	15,647,434	14,865,219	(782,215)
SUPPLIES	3,707,790	3,838,248	4,457,922	4,640,472	4,711,420	70,948
EQUIPMENT	4,339,230	3,488,077	2,936,585	2,925,649	2,969,042	43,393
OTHER EXPENDITURES	392,751	406,103	716,045	717,469	493,211	(224,258)
TOTALS	**76,826,280**	**80,876,821**	**83,586,149**	**88,294,825**	**92,204,692**	**3,909,867**

PROGRAM SERIES	Actual June 30, 2023	Actual June 30, 2024	Adopted Budget 2024-25	Revised Budget 2024-25	Proposed Budget 2025-26	Increase or (Decrease) from Revised Budget
SITE ADMINISTRATION	1,951,791	2,063,549	2,473,515	2,343,188	2,332,268	(10,920)
DISTRICT ADMINISTRATION	728,589	909,525	960,564	977,997	976,964	(1,033)
SUPPORT SERVICES	3,097,622	3,265,363	3,236,439	3,316,727	3,418,336	101,609
REGULAR INSTRUCTION	30,597,910	31,368,241	31,936,608	32,210,528	35,711,943	3,501,415
EXTRA-CURRICULAR ACTIVITES	1,343,166	1,274,689	1,366,699	1,345,314	1,525,998	180,684
VOCATIONAL INSTRUCTION	599,877	839,648	698,297	1,007,365	1,141,313	133,948
SPECIAL EDUCATION	13,955,260	15,720,800	16,464,054	17,458,055	18,836,184	1,378,129
INSTRUCTIONAL SUPPORT	5,115,499	5,557,740	5,537,906	5,537,706	5,082,394	(455,312)
PUPIL SUPPORT SERVICES	10,416,333	11,411,246	11,691,285	14,629,973	13,859,395	(770,578)
FACILITIES	8,607,466	7,951,208	8,696,202	8,940,238	8,714,897	(225,341)
OTHER FINANCING USES	412,768	514,812	524,580	527,734	605,000	77,266
TOTALS	**76,826,280**	**80,876,821**	**83,586,149**	**88,294,825**	**92,204,692**	**3,909,867**

-

ACTIVITY - OTHER FUNDS

REVENUE	Actual June 30, 2023	Actual June 30, 2024	Adopted Budget 2024-25	Revised Budget 2024-25	Proposed Budget 2025-26	Increase or (Decrease) from Revised Budget
FOOD SERVICE	3,072,380	3,949,403	3,582,663	3,577,663	4,137,500	559,837
COMMUNITY EDUCATION	2,097,545	2,322,904	2,031,749	2,056,049	2,043,259	(12,790)
CONSTRUCTION FUND	2,403,125	2,767,467	80,000	166,000	60,000	(106,000)
DEBT SERVICE	7,384,481	8,086,343	7,819,436	7,819,436	8,070,932	251,496
CUSTODIAL/SCHOLARSHIPS	25,986	30,570	12,000	29,392	22,000	(7,392)
INTERNAL SERVICE - HEALTH INS.	7,666,030	8,229,680	9,136,095	8,416,420	8,915,405	498,985
INTERNAL SERVICE - DENTAL INS.	502,953	496,284	553,500	526,174	538,500	12,326
OPEB - IRREVOCABLE TRUST	190,720	364,778	200,000	200,000	250,000	50,000
OPEB DEBT SERVICE	2,061,376	2,013,317	2,058,652	2,058,652	2,056,109	(2,543)

EXPENDITURES	Actual June 30, 2023	Actual June 30, 2024	Adopted Budget 2024-25	Revised Budget 2024-25	Proposed Budget 2025-26	Increase or (Decrease) from Revised Budget
FOOD SERVICE	3,519,444	3,729,581	3,669,579	3,808,676	4,049,569	240,893
COMMUNITY EDUCATION	2,092,351	2,258,199	1,999,439	2,120,241	2,305,030	184,789
CONSTRUCTION FUND	136,534	1,834,310	2,000,000	2,670,000	1,650,000	(1,020,000)
DEBT SERVICE	7,254,908	7,949,447	7,688,838	7,779,254	3,594,100	(4,185,154)
CUSTODIAL/SCHOLARSHIPS	7,639	9,075	12,000	10,500	22,000	11,500
INTERNAL SERVICE - HEALTH INS.	7,388,780	7,742,514	9,133,300	8,260,949	8,906,607	645,658
INTERNAL SERVICE - DENTAL INS.	507,523	542,263	554,000	554,000	540,000	(14,000)
OPEB - IRREVOCABLE TRUST	484,271	476,577	665,000	477,000	490,000	13,000
OPEB DEBT SERVICE	2,027,475	2,025,100	2,022,175	2,022,175	2,022,275	100

SUMMARY - ALL FUNDS

SUMMARY	Actual June 30, 2023	Actual June 30, 2024	Adopted Budget 2024-25	Revised Budget 2024-25	Proposed Budget 2025-26	Increase or (Decrease) from Revised Budget
REVENUE	100,420,930	110,267,650	109,195,275	113,901,005	114,831,577	930,572
EXPENDITURES	100,245,205	107,443,888	111,330,480	115,997,620	115,784,273	(213,347)
SPENDING VARIANCE	175,725	2,823,762	(2,135,205)	(2,096,615)	(952,696)	1,143,919

Richfield Public Schools
Budget Overview
Proposed Budget Summary 2025-26

General Fund - 01	Projected Balance June 30, 2025	Proposed Revenues	Proposed Expenditures	Transfers	Projected Balance June 30, 2026	Net Increase or Decrease
Unassigned - 422	9,444,571	69,094,360	68,544,849	(3,299,800)	6,694,282	(2,750,289)
	10.70%				*7.26%*	
Restricted						
Staff Development - 403	-	658,837	658,837	-	-	-
Long-Term Fac Maint - 467	906,801	1,713,845	1,671,180	-	949,466	42,665
Capital Projects Tech Levy - 407	1,416,117	4,983,632	4,023,188	-	2,376,561	960,444
Operating Capital - 424	298,045	859,110	1,239,209	-	(82,054)	(380,099)
Student Activities - 401	84,228	73,400	74,900	-	82,728	(1,500)
Scholarships - 402	474,639	80,000	70,000	-	484,639	10,000
Literacy Incentive Aid - 412	87,572	148,938	358,144	-	(121,634)	(209,206)
Learning & Development - 428	-	868,736	868,736	-	-	-
Area Learning Center - 434	636,716	655,265	1,284,687	-	7,294	(629,422)
Teacher Qcomp - 437	(498,374)	1,046,068	1,392,698	-	(845,004)	(346,630)
Gifted & Talented - 438	-	57,244	559,329	502,085	-	-
English Learner - 439	(377,512)	1,497,600	3,271,358	-	(2,151,270)	(1,773,758)
Basic Skills - 441	854,441	4,902,570	5,757,011	-	-	(854,441)
School Library Aid - 443	-	71,776	71,776	-	-	-
Career & Technical - 445	-	249,077	579,972	330,895	-	-
Achievement & Integration - 448	-	1,131,754	1,131,754	-	-	-
Safe Schools - 449	-	224,562	261,725	-	(37,163)	(37,163)
Literacy Aid One time - 456	161,477	-	64,107	-	97,370	(64,107)
Teacher Comp Read Act - 457	-	-	-	-	-	-
Student Support Personnel Aid - 471	27,713	116,098	71,776	-	72,035	44,322
Medical Assistance - 472	364,774	300,000	40,500	-	624,274	259,500
Subtotal Restricted	4,436,638	19,638,512	23,450,887	832,980	1,457,243	(2,979,395)
Nonspendable						
Inventory & Prepaid Expenditures	535,311	-	-	-	535,311	-
Inventory	-	-	-	-	-	-
Subtotal Nonspendable - 460	535,311	-	-	-	535,311	-
Assigned Funds						
Assigned - Turf	28,071	5,000	8,956	-	24,115	(3,956)
Assigned - Program Initiatives	905,027	-	-	-	905,027	-
Assigned - Enrollment	600,000	-	-	-	600,000	-
Assigned - Future Retirement	638,422	-	-	-	638,422	-
Assigned - Carryover	64,699	-	-	-	64,699	-
Assigned - 3rd Party Sped	171,481	-	-	-	171,481	-
Assigned - COVID	2,591,893	-	200,000	(1,000,000)	1,391,893	(1,200,000)
Assigned - Subsequent Yr Budget	-	-	-	3,466,820	3,466,820	3,466,820
Subtotal Assigned - 462	4,999,593	5,000	208,956	2,466,820	7,262,457	2,262,864
Total General Fund	**19,416,113**	**88,737,872**	**92,204,692**	**-**	**15,949,293**	**(3,466,820)**
Food Service Fund - 02		-			17.30%	
Nonspendable						
Inventory & Prepaid Expenditures	32,946	-	-		32,946	-
Subtotal Nonspendable - 460	32,946	-	-	-	32,946	-
Restricted - 464	678,316	4,137,500	4,049,569	-	766,247	87,931
Total Food Service	**711,262**	**4,137,500**	**4,049,569**	**-**	**799,193**	**87,931**
Community Services - 04						
Restricted - 464 (Non-Public, EcScreen, LCTS)	(1,986)	424,898	501,010	-	(78,098)	(76,112)
Restricted / Reserved						
Community Ed - 431	(140,835)	640,139	692,960	-	(193,656)	(52,821)
ECFE - 432	66,418	420,392	416,653	-	70,157	3,739
School Readiness - 444	369,833	557,830	694,407	-	233,256	(136,577)
Restricted/Reserved - Subtotal	295,417	1,618,361	1,804,020	-	109,758	(185,659)
Unassigned - 463	-	-	-	-	-	-
Total Community Education	**293,431**	**2,043,259**	**2,305,030**	**-**	**31,660**	**(261,771)**
Construction - 06						
Restricted (2018A/2022A/2024A) - 464	1,657,110	60,000	1,650,000	-	67,110	(1,590,000)
Total Construction Fund	**1,657,110**	**60,000**	**1,650,000**	**-**	**67,110**	**(1,590,000)**
Restricted - 464	1,827,347	8,070,932	3,594,100	-	6,304,179	4,476,832
Total Debt Service Fund	**1,827,347**	**8,070,932**	**3,594,100**	**-**	**6,304,179**	**4,476,832**
Custodial Fund - 18	**86,321**	**22,000**	**22,000**	**-**	**86,321**	**-**
Internal Service - 20 Health	**4,384,366**	**8,915,405**	**8,906,607**	**-**	**4,393,164**	**8,798**
Internal Service - 21 Dental	**5,866**	**538,500**	**540,000**	**-**	**4,366**	**(1,500)**
OPEB Irrevocable Trust - 45	**6,900,611**	**250,000**	**490,000**	**-**	**6,660,611**	**(240,000)**
OPEB Debt Service - 47	**413,558**	**2,056,109**	**2,022,275**	**-**	**447,392**	**33,834**
Total All Funds:	**35,695,984**	**114,831,577**	**115,784,273**	**-**	**34,743,288**	**(952,696)**

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 5, 2025

Subject: School Board Election Administration

(Recommended by the superintendent)

That the board of education approve the attached agreement with the City of Richfield for the administration of the school board elections in 2025 and 2027.

Background Information

In March, the school board approved a resolution providing that school board general elections in 2025 and 2027 shall be three-year terms and elections held after 2027 shall be held in the even-numbered years. Beginning with the election of 2028, board member terms will revert to four-year terms.

The City of Richfield has partnered with RPS to ensure that elections are administered in a successful and professional manner, and RPS reimburses the city for school board election administration costs. The attached agreement lays out the specific responsibilities that the City and the District are agreeing to perform as part of the administration of the school board elections in 2025 and 2027. The agreement also specifies the maximum cost that the City will charge to the District for each election year for reimbursement.

Attached

Agreement with the City of Richfield for School Board Election Administration in 2025 and 2027

AGREEMENT BETWEEN THE CITY OF RICHFIELD AND INDEPENDENT SCHOOL DISTRICT NO. 280

This Agreement is entered into between the City of Richfield (City), a municipal corporation under the laws of Minnesota, and Independent School District No. 280 (District), organized under the laws of the State of Minnesota.

1. **SCOPE OF SERVICES**
   The City agrees to provide services for the District's School Board Director elections and for any referenda held during the election years 2025 and 2027. Future election services will require additional contract agreements

2. **CITY RESPONSIBILITIES**
   Except as otherwise stated in this Agreement, the City shall provide all services, equipment, and supplies necessary to perform election-related duties for the District under Minnesota election law and other relevant state and federal laws. These duties include, but are not limited to, the following:
   - Administer absentee voting, including in-person, mail, healthcare facility, and central tabulation of absentee ballots.
   - Arrange and fund ballot programming, printing, and delivery of ballots by the county and or the vendor for District elections.
   - Proofread School District information on ballots and arrange for legal review of ballots.
   - Conduct election judge and seasonal staff training, including absentee ballot board, healthcare judges, warehouse and equipment support staff.
   - Coordinate the Student Election Judge Program with the District.
   - Recruit and assign election judges and seasonal staff.
   - Generate payroll for election judges and seasonal staff.
   - Transport election equipment and materials to and from polling places.
   - Verify polling place accessibility according to state and federal requirements.
   - Perform preliminary testing, public accuracy testing, and post-election audits of voting systems.
   - Conduct recounts for School District offices and ballot questions.

Annual Administrative Duties 2025 and 2027:

- Maintain a database of election judge information, including HR data, payroll data, and training records.
- Collaborate with election partners to review and develop election laws, procedures, and forms and advocate for changes at the state legislature.
- Provide election information on the City website and other communication channels.
- Assist public officials, candidates, news media, and the general public with election laws and procedures.
- Recruit, train, and supervise administrative staff to carry out election duties.
- Maintain and pay maintenance costs for ADA-compliant voting equipment in accordance with the Help America Vote Act.
- Maintain and store all voting equipment in the Elections Warehouse.
- Secure agreements and pay rents for polling places.

- Pay for staff overtime during elections.
- Retain permanent election result archives and election records in compliance with the State Record Retention Schedule.
- Maintain election district and precinct boundary maps after redistricting.
- Provide information that is needed for required school board action, such as lists of polling places and election judges.
- Mail notifications to voters of changes to polling places.
- Verify data for all Voter Registration Applications in the Statewide Voter Registration System (SVRS).

3. SCHOOL DISTRICT RESPONSIBILITIES

The District agrees to perform the following election-related responsibilities:

- Coordinating with the Election Administrator/City Clerk to post and publish all legal notices for the election.
- Preparing, posting, and publishing election notices for the District.
- Performing the duties of the School District candidate filing officer, including accepting affidavits of candidacy and petitions and maintaining official copies.
- Approving ballot layout before printing.
- Tabulating and canvassing election returns.
- Providing the title and text for School District ballot questions.
- Providing required information to be printed on ballots under Minnesota Statutes §126C.17, subdivision 9(a).
- Mailing notices to taxpayers as required by Minnesota Statutes §126C.17, subdivision 9(b).
- Designating a primary contact for election-related matters.
- Conducting the official canvass of election results after each School District election.
- Prepare and forward Certificates of Election, Acceptance of Office, and Oaths of Office.
- Notifying the City of any legislation affecting election administration for the School Board.

4. PAYMENT

The District agrees to pay the City for all costs the City incurs in administering the 2025 District election up to a maximum of $88,000 (eighty eight thousand dollars). The City will only charge the District for actual costs arising from the administration of the election. A breakdown of estimated costs for 2025 is provided in Attachment A. The City will submit an invoice for 50% of the maximum estimated amount to the District by July 1, 2025, with payment due within 30 days of submission of the invoice. A final invoice will be submitted in December 2025 for the actual and final costs for the District election for 2025.

The District agrees to pay the City for all costs it incurs in administering the 2027 District election up to a maximum of $ 95,000 (ninety five thousand dollars). The City will only charge the District for actual costs arising from the administration of the election. A breakdown of estimated costs for 2027 is provided in Attachment B. The City will submit an invoice for 50% of the maximum estimated amount to the District by July 1, 2027, with payment due within 30 days of submission of the invoice. A final invoice will be submitted in December 2027 for the actual and final costs for the district election for 2027.

5. SPECIAL ELECTIONS

If a special election is required for the District during the term of this agreement, the District will pay the actual additional costs if the election is not held in conjunction with another general election cycle, or pay a proportionate share of the expenses if the election is held jointly. The City will provide a cost estimate prior to the special election. After the election, the City will submit an invoice for costs, payable within 30 days of receipt of the invoice.

6. OTHER POTENTIAL COSTS

If necessary, redistricting-related administrative costs may be separately negotiated for changes resulting from redistricting. If the District election is selected for a post-audit review by Hennepin County during the terms of this agreement, the District agrees to pay the City for staff time to complete the post-audit review.

7. CONTRACT ADMINISTRATOR

The Mayor, City Manager, Elections Administrator/City Clerk for the City; District Board Chair, Superintendent for the District, and the District Administrative Assistant/Elections Clerk, shall serve as the administrators for this Agreement.

8. CANCELLATION

Either party may terminate this Agreement at any time with or without cause by providing written notice at least 180 days before the termination date. If the Agreement is terminated by either party, the City will bill the District for any services provided through the date of termination. The City further reserves the right to cancel and/or renegotiate this Agreement if a change in state election law causes a significant increase in election expenses.

9. ELECTION EQUIPMENT RECITALS

The City has leased certain election equipment ("Election Equipment"), including optical scan voting systems, hardware, and services from Hennepin County. The City agrees to make this equipment available to the District to administer elections held during the term of this Agreement.

10. ELECTION EQUIPMENT USE

1. Upon the District's written request and the approval of the Elections Administrator/City Clerk, the District may use the County-owned Election Equipment for District elections, provided it is compatible with the City's capabilities and election requirements.

2. The District must submit the following details to the City for approval:
    - Proposed election date
    - Proposed election hours
    - Description of precincts and polling places to be used.

3. The City agrees to administer the following regarding the Election Equipment for approved District elections:
    - Prepare test decks and assist with equipment tests as required by law.
    - Assist with delivery and pickup of the equipment before and after elections.
    - Provide Election Administrator and Elections Assistant support on election day.
    - Train election judges on the use of the Election Equipment.

4. The District will indemnify the City against any claims arising from the use of the Election Equipment.

11. RESPONSIBILITIES OF THE DISTRICT

The District will be solely responsible for the Election Equipment during its use. The City will not be liable for damage, misuse of, or performance irregularities of the Election Equipment.

12. ENTIRE AGREEMENT

This Agreement, including any attached exhibits or amendments, constitutes the entire Agreement between the parties, superseding any previous agreements. Any changes to the Agreement must be in writing and signed by both parties.

13. TERMINATION DATE

This Agreement will terminate on December 31, 2027, or upon the return of the Election Equipment for the 2027 election year cycle to the City, whichever is later.

14. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable, the remaining provisions will remain in effect.

15. GOVERNING LAW

This Agreement is governed by the laws of the State of Minnesota.

16. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each deemed an original. All counterparts, when taken together, will constitute one Agreement.

17. DATA PRACTICES ACT

Data provided, produced, or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The District will immediately report to the City any requests from third parties for information relating to this Agreement. The District agrees to promptly respond to inquiries from the City concerning data requests.

IN WITNESS WHEREOF, the City and ISD 280 have caused this Agreement to be duly executed as of this day of _____, month of_____, 2025.

INDEPENDENT SCHOOL DISTRICT NO. 280

By: _____
Eric Carter, District Board Chair

By:_____
Steve Unowsky, Superintendent

By: _____
Cassandra Quam
Administrative Assistant/Elections Clerk

Dated:_____

CITY OF RICHFIELD

By:_____
Mary Supple, Mayor

By_____
Katie Rodriguez, City Manager

By:_____
Michelle Friedrich
Elections Administrator/City Clerk

Dated:_____

ATTACHMENT A

City of Richfield

2025 Election Administration Estimate

DESCRIPTION		QUOTED AMOUNT
Truck Rental *Enterprise Truck Rental to deliver election equipment to the precincts*		$ 500.00
Public Works Labor Charges *Pickup and delivery of election equipment to precincts*		$ 3,058.14
Leased Equipment (Hennepin County and City Equip)		$ 3,095.00
Maintenance Leased Equipment (Hennepin County)		$ 500.00
Misc Supplies/Published Notices: Election Day Supplies/Election and PAT Test **Notices**		$ 900.00
Election Judge Labor Charges: Training and Equipment Testing		$ 9,109.04
Election Judge Labor Costs: Absentee Voting		$ 32,076.72
Election Judge Labor Costs: Election Day		$ 18,764.64
City Clerk and Clerk Staff Labor Election administration charges (480 admin hours for 2 staff)		$ 20,629.20
	TOTAL	$ ~~88,632.74~~*

*PER AGREEMENT ELECTION ADMINISTRATION WILL NOT EXCEED $88,000 FOR 2025

THANK YOU FOR YOUR BUSINESS!

ATTACHMENT B

City of Richfield

2027 Election Administration Estimate

DESCRIPTION		2027
Truck Rental *Enterprise Truck Rental to deliver election equipment to the precincts*		**$525.00**
Public Works Labor Charges *Pickup and delivery of election equipment to precincts*		**$3,425.12**
Leased Equipment (Hennepin County and City Equip)		**$3,404.50**
Maintenance Leased Equipment (Hennepin County)		**$525.00**
Misc Supplies/Published Notices: Election Day Supplies/Election and PAT Test **Notices**		**$900.00**
Election Judge Labor Charges: Training and Equipment Testing		**$9,564.49**
Election Judge Labor Costs: Absentee Voting		**$33,680.56**
Election Judge Labor Costs: Election Day		**$19,702.87**
City Clerk and Clerk Staff Labor Election administration charges (480 admin hours for 2 staff)		**$25,167.62**
	TOTAL	**$** ~~96,895.16~~*

*PER AGREEMENT ELECTION ADMINSTRATION WILL NOT EXCEED $95,000 FOR 2027

THANK YOU FOR YOUR BUSINESS!

NEW BUSINESS - FOR REVIEW **Agenda Item VI.D.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 5, 2025

Subject: 2025-2026 School Board Meeting Schedule

(Recommended by the superintendent)

A first read of the proposed board meeting dates for the 2025-2026 school year.

Background:

All meetings are held at 7 p.m. in the District Office boardroom on the first and third Mondays of the month with noted exceptions.

- Each school will be invited to make a presentation to the board of education during the school year. These presentations will typically occur during the first meeting of the month.
- Public comment is available during the second meeting of the month.
- Study sessions will be added as needed.

The attached document offers two different possibilities for the October and November board meeting dates. Due to the election canvassing requirements, a meeting must be held on November 10.

- Option 1: Hold meetings on November 3 and November 10 with only one week in between.
- Option 2: Hold a meeting on October 27 instead of October 20, and only one meeting in November. This maintains a schedule of 2-3 weeks between each board meeting but results in one fewer board meeting for the year.

Attached:
2025-2026 RPS Proposed School Board Meeting Dates

RICHFIELD PUBLIC SCHOOLS

Enriching and accelerating learning

Enriqueciendo y acelerando el aprendizaje

2025-2026 RPS School Board Meeting Dates

All meetings are held at 7 p.m. in the District Office boardroom on the first and third Monday of the month with noted exceptions (*).

- Each school will be invited to make a presentation to the board of education during the school year.
- Public comment is available during the second meeting of the month.
- Study sessions will be added as needed.
- In the event that the regularly scheduled school board meeting is canceled due to unforeseen circumstances, it will be automatically rescheduled for 24 hours later unless a quorum of the board is not available.

August 2025

Monday, August 4	7 p.m. Regular Meeting
Monday, August 18	7 p.m. Regular Meeting (Public Comment)

September 2025

***Tuesday, September 2**	7 p.m. Regular Meeting
Monday, September 15	7 p.m. Regular Meeting (Public Comment)

October 2025

Monday, October 6	7 p.m. Regular Meeting
Monday, October 20	7 p.m. Regular Meeting (Public Comment)

November 2025

Monday, November 3	7 p.m. Regular Meeting
***Monday, November 10**	7 p.m. Regular Meeting (Public Comment)

OR

October 2025

Monday, October 6	7 p.m. Regular Meeting
***Monday, October 27**	**7 p.m. Regular Meeting (Public Comment)**

November 2025

***Monday, November 10**	7 p.m. Regular Meeting (Public Comment)

December 2025

Monday, December 1	7 p.m. Regular Meeting with Truth-in-Taxation
Monday, December 15	7 p.m. Regular Meeting (Public Comment)

January 2026

Monday, January 5	7 p.m. Organizational Meeting
***Tuesday, January 20**	7 p.m. Regular Meeting (Public Comment)

RICHFIELD
PUBLIC SCHOOLS

Enriching and accelerating learning

Enriqueciendo y acelerando el aprendizaje

February 2026

Monday, February 2	7 p.m. Regular Meeting
***Tuesday, February 17**	7 p.m. Regular Meeting (Public Comment)

March 2026

Monday, March 2	7 p.m. Regular Meeting
Monday, March 16	7 p.m. Regular Meeting (Public Comment)

April 2026

Monday, April 6	7 p.m. Regular Meeting
Monday, April 20	7 p.m. Regular Meeting (Public Comment)

May 2026

Monday, May 4	7 p.m. Regular Meeting
Monday, May 18	7 p.m. Regular Meeting (Public Comment)

June 2026

Monday, June 1	7 p.m. Regular Meeting
***Monday, June 22**	7 p.m. Regular Meeting (Public Comment)

July 2026

***Monday, July 13**	7 p.m. Regular Meeting (Public Comment)

***School Board Meeting Exceptions:**

Meetings are held in the District Office boardroom on the first and third Monday at 7 p.m. except as noted below:

Tuesday, September 2, 2025	(due to Monday holiday)
Monday, November 10, 2025	(due to election canvassing requirement)
Tuesday, January 20, 2026	(due to Monday holiday)
Tuesday, February 17, 2026	(due to Monday holiday)
Monday, June 22, 2026	(summer schedule)
Monday, July 13, 2026	(summer schedule)

NEW BUSINESS – FOR REVIEW **Agenda Item VI.E.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 5, 2025

Subject: Title IX

(Recommended by the superintendent)

A first read of Policy 115: Title IX. Recent changes to federal regulations require the District to replace its current Title IX policy with the version that was approved in 2021. Since this is a federal requirement, it is recommended for the board to approve this replaced policy within two reads.

Attachments:
Policy 115: Title IX & Addendum (current version)
Policy 115: Title IX (2021 version)
MSBA Model Policy 522: Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process

Section 100
District

Policy Number 115

RICHFIELD PUBLIC SCHOOLS

TITLE IX POLICY

I. GENERAL STATEMENT OF POLICY/ NOTICE OF NONDISCRIMINATION

A. Richfield Public Schools does not discriminate on the basis of sex, including discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, in any education program or activity that it operates, including in employment. The District is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

B. Inquiries about Title IX may be referred to the Title IX Coordinator, the United States Department of Education's Office for Civil Rights, or both. The District's Title IX Coordinator is:

Craig Holje, Chief Human Resources and Administrative Officer
612-798-6031, craig.holje@rpsmn.org
401 70th St. W., Richfield, MN 55423

C. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator identified above or refer to **richfieldschools.org/about/equity**.

D. The District's nondiscrimination policy and grievance procedures can be located on the District's website as Policy 115: Title IX. Related policies include Policy 102: Harassment Prohibition and Policy 506: Student Sex Nondiscrimination.

E. The effective date of this policy is August 1, 2024, and applies to alleged violations of this policy occurring on or after August 1, 2024.

II. DEFINITIONS

For the purposes of this policy and its Addendum, the following definitions apply.

A. "Complaint" means an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged discrimination under Title IX or its regulations.

B. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the District Office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

C. “Disciplinary sanctions” means consequences imposed on a respondent following a determination under Title IX that the respondent violated the District’s prohibition on sex discrimination.

D. “Parental status” means the status of a person who, with respect to another person who is under the age of 18 or who is 18 or older but is incapable of self-care because of a physical or mental disability, is:

1. A biological parent;

2. An adoptive parent;

3. A foster parent;

4. A stepparent;

5 A legal custodian or guardian;

6. In loco parentis with respect to such a person; or

7. Actively seeking legal custody, guardianship, visitation, or adoption of such a person.

E. “Party” means a complainant or respondent.

F. “Peer retaliation” means retaliation by a student against another student.

G. “Pregnancy or related conditions” means:

1. Pregnancy, childbirth, termination of pregnancy, or lactation;

2. Medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or

3. Recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.

H. “Program or activity” and “program” means all of the operations of the District.

I. “Relevant” means related to the allegations of sex discrimination under

investigation . Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

J. "Remedies" means measures provided, as appropriate, to a complainant or any other person the District identifies as having had their equal access to the District's education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to the District's education program or activity after a determination that sex discrimination occurred.

K. "Respondent" means a person who is alleged to have violated the District's prohibition on sex discrimination.

L. "Retaliation" means intimidation, threats, coercion, or discrimination against any person by the District, a student, or an employee or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations.

M. "Sex-based harassment" prohibited by Title IX and its regulations is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:

1. *Quid pro quo harassment*.

   An employee, agent, or other person authorized by the District to provide an aid, benefit, or service under the District's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;

2. *Hostile environment harassment*.

   Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the District's education program or activity (*i.e.,* creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes

consideration of the following:

a. The degree to which the conduct affected the complainant's ability to access the District's education program or activity;

b. The type, frequency, and duration of the conduct;

c. The parties' ages, roles within the District's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;

d. The location of the conduct and the context in which the conduct occurred; and

e. Other sex-based harassment in the District's education program or activity; or

3. *Specific offenses*.

a. Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

b. Dating violence meaning violence committed by a person:

i. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

ii. Where the existence of such a relationship shall be determined based on a consideration of the following factors:

(a) The length of the relationship;

(b) The type of relationship; and

(c) The frequency of interaction between the persons involved in the relationship;

c. Domestic violence meaning felony or misdemeanor crime(s) committed by a person who:

i. is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the state of Minnesota, or a person similarly situated

to a spouse of the victim;

ii. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

iii. shares a child in common with the victim; or

iv. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction; or

d. Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

i. Fear for the person's safety or the safety of others; or

ii. Suffer substantial emotional distress.

N. "Student" means a person who has gained admission.

O. "Student with a disability" means a student who is an individual with a disability as defined in the Rehabilitation Act of 1973, as amended, or a child with a disability as defined in the Individuals with Disabilities Education Act.

P. "Supportive measures" means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:

1. Restore or preserve that party's access to the District's education program or activity, including measures that are designed to protect the safety of the parties or the District's educational environment; or

2. Provide support during the District's grievance procedures or during the informal resolution process.

Q. "Title IX" means Title IX of the Education Amendments of 1972, as amended.

III. DESIGNATION OF TITLE IX COORDINATOR AND DESIGNEES

A. The District will designate and authorize at least one Title IX Coordinator to coordinate its efforts to comply with its obligations under Title IX and its regulations. If the District has more than one Title IX Coordinator, it will

designate one of its Title IX Coordinators to retain ultimate oversight over the responsibilities and ensure the District's consistent compliance with its responsibilities under Title IX and its regulations.

B. As appropriate, the Title IX Coordinator may delegate specific duties to one or more designees.

IV. REPORTING PROHIBITED CONDUCT

A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.

B. All employees must notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations. This requirement does not apply to an employee who has personally been subject to conduct that reasonably may constitute sex discrimination under Title IX or its regulations.

C. Any employee of the District who has experienced, has knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.

D. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during nonbusiness hours, and may be made in person, by mail, by telephone, or by email using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

E. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the District may report the alleged conduct to law enforcement authorities. The District encourages complainants to report criminal behavior to law enforcement immediately.

V. RETALIATION

The District prohibits retaliation, including peer retaliation, in its education program or activities. Upon receiving a complaint alleging retaliation, the District will initiate its grievance procedures or, as appropriate, an informal resolution

process.

VI. GRIEVANCE PROCEDURE AND PROCESS

The grievance procedure and process adopted by the District shall be included with this policy as an addendum, and may be reviewed and revised as deemed appropriate by the District administration.

VII. TRAINING

The District will ensure that all staff members receive appropriate training related to their duties under Title IX promptly upon hiring or change of positions that alters their duties under Title IX or its regulations, and annually thereafter.

VIII. DISSEMINATION OF POLICY

A. This policy will be made available to all students, parents/guardians of students, District employees, and employee unions.

B. The District will post the name or title of the Title IX Coordinator, including office address, telephone number, and work email address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.

C. Notice of Nondiscrimination

1. The District will provide notice of nondiscrimination to applicants for admission and employment, students, parents, guardians, or other authorized legal representatives of elementary and secondary school students, employees, and all unions holding collective bargaining agreements with the school district.

2. The District will prominently include its notice of nondiscrimination on its website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to people entitled to notice, or which are otherwise used in connection with the recruitment of students or employees.

3. <u>Contents of Notice of Nondiscrimination</u>

The full notice of nondiscrimination is as follows: “Richfield Public Schools does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including and

employment. Inquiries about the application of Title IX and its regulations may be referred to the District's Title IX Coordinator, the federal Office for Civil Rights, or both. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator: Craig Holje, 612-798-6031, craig.holje@rpsmn.org, 401 70th St. W., Richfield, MN 55423. The District's Title IX policy and grievance procedures can be located at richfieldschools.org as Policy 115."

If necessary, due to the format or size of any publication, the District may instead include the following statement: "Richfield Public Schools prohibits sex discrimination in any education program or activity that it operates. Individuals may direct concerns or questions to the Title IX Coordinator. The notice of nondiscrimination is located at richfieldschools.org/equity."

The District may incorporate the required notice into a broader statement of the RPS commitment to equity, inclusion and non-discrimination, as long as the minimum components are included.

Legal References:
Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. §§ 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act")

Cross References:
Policy 102: Equal Educational Opportunity
Policy 103: Harassment Prohibition Policy
Policy 113: Bullying Prohibition Policy
Policy 402: Equal Employment Opportunity
Policy 506: Student Sex Nondiscrimination
Policy 541: Student Behavior
Policy 586: Gender Inclusion

RATIFIED BY THE BOARD OF EDUCATION: February 1, 2021

REVISED BY THE BOARD OF EDUCATION: September 16, 2024

Richfield Public Schools
Title IX Grievance Procedure and Process
Addendum to Policy 115

I. GRIEVANCE PROCEDURES FOR THE PROMPT AND EQUITABLE RESOLUTION OF COMPLAINTS OF SEX DISCRIMINATION

A. General

These grievance procedures apply only to sex discrimination complaints alleging that a person violated the District's prohibition on sex discrimination. When a sex discrimination complaint alleges that a District's policy or practice discriminates on the basis of sex, the District is not considered to be a respondent.

B. Core Requirements of Grievance Procedures

1. The District treats complainants and respondents equitably.

2. The District requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The decisionmaker may be the same person as the Title IX Coordinator or investigator.

3. The District presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedures.

4. The District has established the following reasonably prompt timeframes for the major stages of the grievance procedures:

    a. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.

    b. An appeal of a decision dismissing a complaint must be received by the District within five (5) days of the date the notice of dismissal was provided to the parties.

    c. Any appeal of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the District.

    d. The District will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date

the I complaint was received by the District.

e. Although the District strives to adhere to the timelines described above, in each case, the District may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening District holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

f. The District has established the following process for reasonable extension of timeframes on a case-by-case basis for good cause as set forth above: Any party or an investigator or decisionmaker may make a request to the Title IX Coordinator to extend the timeline for good cause. If the Title IX Coordinator determines the reason for the extension constitutes good cause, the Title IX Coordinator will notify the parties of the reason for delay.

5. The District will take reasonable steps to protect the privacy of the parties and witnesses during the pendency of the grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses, subject to the prohibition against retaliation; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures.

6. The District will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

7. The following types of evidence, and questions seeking that evidence, as impermissible (i.e., will not be accessed or considered, unless an exception below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

a. Evidence that is protected under a privilege as recognized by federal or Minnesota law, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;

b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District has that party's or witness's voluntary, written consent for use in the grievance procedures; and

c. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred; and

C. Complaints

1. The following people have the right to make a complaint of sex discrimination, including complaints of sex-based harassment, requesting that the District investigate and make a determination about alleged discrimination under Title IX:

a. A "complainant," which includes:

i. a student or employee of the District who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX; or

ii. a person other than a student or employee of the District who is alleged to have been subjected to conduct that could constitute sex discrimination at a time when that individual was participating or attempting to participate in the District's education program or activity;

b. A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or

c. The District's Title IX Coordinator.

The individuals above are entitled to make a complaint of sex-based harassment only if they themselves are alleged to have been subjected to sex-based harassment, if they have a legal right to act on behalf of such person, or if the Title IX Coordinator submits the complaint.

2. With respect to complaints of sex discrimination other than sex-based harassment, in addition to the people listed above, the following persons have the right to make a complaint:

   a. Any student or employee of the District; or

   b. Any person other than a student or employee who was participating in or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination.

D. Notice of Allegations

Upon initiation of the District's grievance procedures, the District will notify the parties of the following:

1. The District's grievance procedures, and if applicable, any informal resolution process;

2. Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to the District;

3. Retaliation is prohibited; and

4. The parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence. If the District provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

If, in the course of an investigation, the District decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the notice, the District will provide notice of the additional allegations to the parties whose identities are known.

E. Dismissal of a Complaint

1. The District may dismiss a complaint of sex discrimination if:

   a. The District is unable to identify the respondent after taking reasonable steps to do so;

   b. The respondent is not participating in a District education program or activity and is not employed by the District;

   c. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or,

   d. The District determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, the District will make reasonable efforts to clarify the allegations with the complainant.

2. Upon dismissal, the District will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the District will also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

3. The District will notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of a complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the District will also notify the respondent that the dismissal may be appealed. Dismissals may be appealed on the following bases:

   a. Procedural irregularity that would change the outcome;

   b. New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and

   c. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

4. If the dismissal is appealed, the District will:

   a. Notify the parties of any appeal, including notice of the allegations if notice was not previously provided to the respondent;

   b. Implement appeal procedures equally for the parties;

   c. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint;

   d. Ensure that the decisionmaker for the appeal has received training required by Title IX;

   e. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and

   f. Notify the parties of the result of the appeal and the rationale for the result.

5. When the District dismisses a complaint, it must, at a minimum:

   a. Offer supportive measures to the complainant as appropriate;

   b. If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and

   c. Take other appropriate prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue or recur within the District's education program or activity.

6. Dismissal of a complaint or a portion thereof does not preclude the District from addressing the underlying conduct in any manner that the District deems appropriate.

E. <u>Investigation</u>

1. The District will provide for adequate, reliable, and impartial investigation of complaints.

2. The burden is on the District – not on the parties – to conduct an investigation that gathers sufficient evidence to determine whether

sex discrimination occurred;

3. The District will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible;

4. The District will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.

5. The District will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible in the following manner:

    a. The District will provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. If the District provides a description of the evidence, it will provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party;

    b. The District will provide a reasonable opportunity to respond to the evidence or to the accurate description of the evidence; and

    c. The District will take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

F. Questioning Parties and Witnesses to Aid in Evaluating Allegations and Assessing Credibility

The District will enable the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination.

G. Determination Whether Sex Discrimination Occurred

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the District will:

1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination occurred. This standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decisionmaker is not persuaded under the applicable standard by the evidence that sex discrimination occurred, whatever the quantity of the evidence is, the decisionmaker will not determine that sex discrimination occurred.

2. Notify the parties in writing of the determination whether sex discrimination occurred under Title IX or its regulations including the rationale for such determination;

3. Not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination;

4. If there is a determination that sex discrimination occurred, the Title IX Coordinator will, as appropriate:

    a. Coordinate the provision and implementation of remedies to a complainant and other persons the District identifies as having had equal access to the District's education program or activity limited or denied by sex discrimination;

    b. Coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions; and

    c. Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the District's education program or activity;

4. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent; and

5. Not discipline a party, witness, or others participating in District's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the District's determination whether sex discrimination occurred.

H. Informal Resolution

In lieu of resolving a complaint through the District's grievance procedures, the parties may instead elect to participate in an informal resolution

process offered by the District.

I. Provisions Limited to Sex-Based Harassment Complaints

1. Supportive measures may be made available to complainants and respondents, as appropriate. Available supportive measures include: reassignment of classes, transportation changes, no-contact directives, alternate passing times, escorts, extensions of deadlines or course-related requirements, counseling or support from designated adults, and other measures that are necessary and appropriate to ensure complainants and respondents are not denied equal access to the District's education program and activity.

2. Following a determination that sex-based harassment occurred by a student-respondent, the District may impose discipline consistent with Policy 506. Following a determination that sex-based harassment occurred by an employee-respondent, the District may impose discipline consistent with any applicable personnel policy, collective bargaining agreement, or Minnesota law, including suspension without pay and termination or discharge. Available remedies may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, leaves of absence, monitoring of certain areas of District buildings or property, transfer, transportation changes, and other remedies determined appropriate by the Title IX Coordinator.

II. INFORMAL RESOLUTION OF A COMPLAINT

A. At any time prior to determining whether sex discrimination occurred, the District a complainant and respondent may participate inan informal resolution process, unless the complaint includes allegations that an employee engaged in sex-based harassment of a student or such a process would conflict with federal, Minnesota, or local law

1. Subject to the limitations in Paragraph A. above, the District has discretion to determine whether it is appropriate to offer an informal resolution process when it receives information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations or when a complaint of sex discrimination is made, and may decline to offer informal resolution despite one or more of the parties' wishes.

2. In addition to the limitations in Paragraph A. above, circumstances when the District may decline to allow informal resolution include

but are not limited to when the District determines that the alleged conduct would present a future risk of harm to others.

B. The District will not require or pressure the parties to participate in an informal resolution process. The parties must voluntarily consent to the informal resolution process. The District will not require waiver of the right to an investigation and determination of a complaint as a condition of enrollment or continuing enrollment, or employment or continuing employment, or exercise of any other right.

C. Before initiation of an informal resolution process, the District will provide the parties notice of the following:

1. The allegations;

2. The requirements of the informal resolution process;

3. That, prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and to initiate or resume the District's grievance procedures;

4. That the parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the parties from initiating or resuming grievance procedures arising from the same allegations;

5. The potential terms that may be requested or offered in an informal resolution agreement, including notice that an informal resolution agreement is binding only on the parties; and

6. What information the District will maintain and whether and how the District could disclose such information for use in grievance procedures, if grievance procedures are initiated or resumed.

D. The facilitator for the informal resolution process will not be the same person as the investigator or the decisionmaker in the District's grievance procedures.

E. Potential terms that may be included in an informal resolution agreement include but are not limited to:

1. Restrictions on contact; and

2. Restrictions on the respondent's participation in one or more of the District's programs or activities or attendance at specific events, including restrictions the District could have imposed as remedies

or disciplinary sanctions had the District determined at the conclusion of the District's grievance procedures that sex discrimination occurred.

Dated: 9/16/24

The version of the Title IX policy that was approved in 2021 begins on the next page.

RICHFIELD PUBLIC SCHOOLS

TITLE IX POLICY

I. GENERAL STATEMENT OF POLICY

A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972 and its implementing regulations not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.

D. Nothing in this policy shall prevent an individual from reporting harassment that does not fall under the category of sexual harassment as defined by Title IX. Other forms of harassment are prohibited by Policy 103 – Harassment Prohibition, which provides a separate reporting and investigation process from that which is defined in this policy.

E. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator is:

CRAIG HOLJE, CHIEF HUMAN RESOURCES & ADMINISTRATIVE OFFICER, 612-798-6031, 7001 HARRIET AVE S, RICHFIELD MN.

The Title IX coordinator also serves as the district human rights officer, and it is ultimately the responsibility of this individual to determine whether any allegations of sexual harassment fall under the purview of this policy or under Policy 103: Harassment Prohibition and to proceed according to the correct policy. If the complaint involves the human rights officer, the complaint shall be filed directly with the superintendent, and the superintendent shall then assume that responsibility.

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

F. This policy applies to alleged violations of this policy occurring on or after August 14, 2020.

II. DEFINITIONS

A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.

B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.

C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

A. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

B. "Education program or activity" means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.

C. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment

against a respondent and requesting that the school district investigate the allegation of sexual harassment.

1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.

2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.

D. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.

E. "Relevant questions" and "relevant evidence" are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

F. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.

G. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.

H. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:

1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of

the school district on an individual's participation in unwelcome sexual conduct);

2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or

3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).

I. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.

J. "Title IX Personnel" means any person who addresses, works on, or assists with the school district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:

1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administrating the grievance process.

2. "Investigator" means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated

by the school district.

3. "Decision-maker" means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.

4. "Appellate Decision-maker" means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.

5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required. The district must make reasonable accommodations to the grievance process as necessary for individuals with disabilities.

2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.

3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent. As appropriate, the Title IX Coordinator may retain legal counsel to serve as unbiased Title IX Personnel.

2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, or FERPA's regulations, and State law under Minn. Stat. § 13.32 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.

2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.

2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.

3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.

4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.

5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.

2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in

compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.

B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.

C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filling a formal complaint .

B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a

formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.

D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:

1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;

2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;

3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;

4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;

5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and

6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. <u>Emergency Removal of a Student</u>

The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:

1. The school district undertakes an individualized safety and risk analysis;

2. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and

3. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including Policy 541 – Student Behavior. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.

B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.

C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.

D. The school district will not facilitate an informal resolution process

without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:

1. Would not meet the definition of sexual harassment, even if proven;

2. Did not occur in the school district's education program or activity; or

3. Did not occur against a person in the United States.

B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:

1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;

2. The respondent is no longer enrolled or employed by the school district; or

3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.

C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.

D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

IX. INVESTIGATION OF A FORMAL COMPLAINT

A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.

B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.

C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.

D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.

E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.

F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.

B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.

C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.

D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:

1. Identification of the allegations potentially constituting sexual harassment;

2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;

3. Findings of fact supporting the determination;

4. Conclusions regarding the application of the school district's code of conduct to the facts;

5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and

6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.

E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.

F. The written determination of responsibility must be provided to the parties simultaneously.

G. The Title IX Coordinator is responsible for the effective implementation of any remedies.

H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:

1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);

2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.

D. The written decision describing the result of the appeal must be provided simultaneously to the parties.

E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the

purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.

C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:

1. The Title IX definition of sexual harassment;

2. The scope of the school district's education program or activity;

3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;

4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;

5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and

6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.

B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.

C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.

B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.

C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;

2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;

3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and

4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:

1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;

2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and

3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.

4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.

B. The school district must also maintain for a period of seven calendar years records of:

1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;

2. Any appeal and the result therefrom;

3. Any informal resolution and the result therefrom; and

4. All materials used to train Title IX Personnel.

Legal References:

Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)

20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act")

Cross References:
Policy 102 (Equal Educational Opportunity)
Policy 103 (Harassment Prohibition Policy)
Policy 113 (Bullying Prohibition Policy)
Policy 402 (Equal Employment Opportunity)
Policy 506 (Student Sex Nondiscrimination)
Policy 541 (Student Behavior)
Policy 586 (Gender Inclusion)

RATIFIED BY THE BOARD OF EDUCATION: 2/1/21

Adopted: _____ *MSBA/MASA Model Policy 522*

Orig. 1995

Revised: _____ *Rev. 2022*

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

I. GENERAL STATEMENT OF POLICY

A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.

D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

[INSERT: NAME(S) TITLE(S) PHONE NUMBER(S) OFFICE ADDRESS(ES) EMAIL ADDRESS(ES)]

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

E. The effective date of this policy is August 14, 2020, and applies to alleged violations of this policy occurring on or after August 14, 2020.

II. DEFINITIONS

A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.

B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal

complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.

C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

D. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

E. "Education program or activity" means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.

F. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.

1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.

2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.

G. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.

H. "Relevant questions" and "relevant evidence" are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

I. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.

J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.

K. "Sexual harassment" means any of three types of misconduct on the basis of sex that

occurs in a school district education program or activity and is committed against a person in the United States:

1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);

2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or

3. Any instance of sexual assault (as defined in the Clery Act, 20 United States Code, section 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code, section 12291).

L. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minnesota Statutes, section 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.

M. "Title IX Personnel" means any person who addresses, works on, or assists with the school district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:

1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administrating the grievance process.

2. "Investigator" means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.

3. "Decision-maker" means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.

4. "Appellate Decision-maker" means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints.

The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.

5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.

2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.

3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.

2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any

witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 United States Code, section 1232g, FERPA regulations, 34 Code of Federal Regulations, part 99, Minnesota law under Minnesota Statutes section 13.32, or as required by law, or to carry out the purposes of 34 Code of Federal Regulations, part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.

2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.

2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.

3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the school district.

4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the school district.

5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.

2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student

Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.

B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.

C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filling a formal complaint.

B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.

D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:

1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;

2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;

3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;

4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;

5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and

6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:

   a. The school district undertakes an individualized safety and risk analysis;

   b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and

   c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal

requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.

B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.

C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.

D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:

1. Would not meet the definition of sexual harassment, even if proven;

2. Did not occur in the school district's education program or activity; or

3. Did not occur against a person in the United States.

B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:

1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;

2. The respondent is no longer enrolled or employed by the school district; or

3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.

C. The school district shall provide written notice to both parties of a dismissal. The notice

must include the reasons for the dismissal.

D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

IX. INVESTIGATION OF A FORMAL COMPLAINT

A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.

B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.

C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.

D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.

E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.

F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.

B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.

C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.

D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:

1. Identification of the allegations potentially constituting sexual harassment;

2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;

3. Findings of fact supporting the determination;

4. Conclusions regarding the application of the school district's code of conduct to the facts;

5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and

6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.

E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.

F. The written determination of responsibility must be provided to the parties simultaneously.

G. The Title IX Coordinator is responsible for the effective implementation of any remedies.

H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:

1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);

2. New evidence that was not reasonably available at the time the determination

regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.

D. The written decision describing the result of the appeal must be provided simultaneously to the parties.

E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.

C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:

1. The Title IX definition of sexual harassment;

2. The scope of the school district's education program or activity;

3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;

4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;

5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and

6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.

B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.

C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.

B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.

C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;

2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;

3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and

4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:

1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;

2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and

3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.

4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.

B. The school district must also maintain for a period of seven calendar years records of:

1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;

2. Any appeal and the result therefrom;

3. Any informal resolution and the result therefrom; and

4. All materials used to train Title IX Personnel.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. §§ 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act")

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

NEW BUSINESS – FOR REVIEW **Agenda Item VI.F.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 5, 2025

Subject: Wellness

(Recommended by the superintendent)

A first read of Policy 112: Wellness and Administrative Guidelines 112.1 and 112.2. The policy describes the overall RPS commitment to providing nutritious food and opportunities for physical activity for students. Administrative guideline 112.1 provides details related to the school meal program, other food and beverages available at school, nutrition education, and physical activity. Administrative guideline 112.2 clarifies the procedures for nutrition services operations and meal charges.

The policy has been reviewed by the Nutrition Services Department with significant changes already planned. The policy and guidelines will also be reviewed by the Health, Safety and Wellness Committee and by the Safe & Supportive Schools parent and student committees.

Attachments:
Policy 112: Wellness
Administrative Guideline 112.1
Administrative Guideline 112.1: Wellness-Nutrition Services Operations and Meal Charges
MSBA Model Policy 533: Wellness
MSBA Model Policy 534: School Meals

RICHFIELD PUBLIC SCHOOLS

WELLNESS

I. PURPOSE

The purpose of this policy is to assure a school environment that promotes and protects students' health, well-being, and ability to learn by supporting healthy eating and physical activity.

II. GENERAL STATEMENT OF POLICY

A. The School Board recognizes that nutrition and physical activity are essential components of the educational process and that good health fosters student attendance and education. Therefore, students shall be provided access to healthy foods and opportunities to be physically active in order to learn, grow and excel.

B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The School Board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and academic performance.

D. All students in grades PreK-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

E. The District will establish goals for nutrition education and promotion; physical education and activity; and will establish connections between nutrition education, school meal programs, schoolyard gardens and related community services to foster lifelong habits of healthy eating and physical activity.

F. The School Board endorses and the school district adheres to the USDA nutrition guidelines to promote student health and to prevent and reduce childhood obesity, eating disorders and chronic disease.

G. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.

H. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic,

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

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

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

III. Legal References

7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
42 U.S.C. § 1771 et seq. (Child Nutrition Act of 1966)
42 U.S.C. § 1751 et seq. (National School Lunch Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
Minn. Stat. §121A.215 (Local School District Wellness Policy)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

RATIFIED BY THE BOARD OF EDUCATION: April 3, 2006, April 3, 2006
REVIEWED BY THE BOARD OF EDUCATION: May 18, 2015, June 12, 2017, June 29, 2020

RICHFIELD PUBLIC SCHOOLS

ADMINISTRATIVE GUIDELINES

WELLNESS

NUTRITION AND ENVIRONMENTAL GUIDELINES

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

I. USDA SCHOOL MEALS AND SNACKS

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

A. USDA Standards for Meals and Food Service Staff

- All foods and beverages made available on campus (including concessions, school stores, a la carte cafeteria items, etc.) during the school day shall be consistent with the current USDA Dietary Guidelines for Americans and applicable federal rules and regulations.

- The Director of Food and Nutrition Services shall ensure that all reimbursable meals meet nutrition standards mandated by the USDA, as well as any additional state nutrition standards that go beyond USDA requirements;

    1. All such items shall be appropriate to the school setting.
    2. In the event a written complaint is filed regarding the approval or disapproval of any item, the Superintendent or designee and the Director, after review, shall make the final determination.

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

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

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

B. Meal Environment

- Meals will be served in a clean and pleasant setting and under appropriate supervision. Rules for safe behavior will be consistently enforced.

- The High School is a limited open campus. Students in 11th and 12th grades may apply to be eligible to leave the campus during the day and may be approved based on parent approval and qualifying standards determined at the high school level. Students in the 9th and 10th grades are not permitted to leave the school grounds during the school day.

- Schools will make every effort to provide students with sufficient time to eat after sitting down (approximately 20 minutes) for school meals and will schedule meal periods at appropriate times during the school day.

- The elementary schools, grades K-5, are encouraged to schedule recess time before lunch when possible.

- Tutoring, club, or organizational meetings or activities will not be scheduled during mealtimes, unless students may eat during such activities.

- The schools shall work to provide students access to hand washing or hand sanitizing before they eat meals or snacks and teachers, food and nutrition and school staff will remind students to make use of them.

- Information on the nutritional content and ingredients of meals will be found on menus, in school newsletters and/or the district web-site. Parents/guardians and students will be informed that information is available and information shall be kept up-to-date.

C. Meal Promotion

- Participation in school meal programs will be promoted. Parents/guardians will be notified of the availability of the breakfast, lunch and summer food programs and will be encouraged to determine eligibility for reduced or free meals. The District will, to the extent possible, arrange bus schedules and utilize methods to serve school breakfasts that encourage participation, including serving breakfast in the cafeteria or "grab-and-go" breakfast in the classroom**.**

- Foods served as part of the Before and Aftercare (childcare) programs run by the school must meet USDA standards if they are reimbursable under a school meals program. Otherwise they must meet the nutrition standards for competitive foods outlined below. Foods served as part of the Before and Aftercare (child care) programs run by an outside organization (e.g., YMCA) must meet the district's nutrition standards for competitive foods outlined below.

II. FOOD AND BEVERAGES OUTSIDE REIMBURSABLE MEALS

A. Competitive Foods and Beverages

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

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

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

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

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

B. Other Foods and Beverages Made Available to Students

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

1. Celebrations and parties. Food and beverages will not be part of classroom celebrations, parties or student birthday recognition events. The District will make available to parents a list of non-food celebration ideas.

2. Any classroom snacks will follow USDA Smart Snacks in School guidelines.

C. Rewards and Incentives

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

D. Fundraising

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

E. Access to Drinking Water

- Students and school staff members will have access to free, safe, fresh drinking water at all times throughout the school day. Water jugs and cups will be available in the cafeteria if water fountains are not present, Supervisory staff will facilitate access to water in the cafeteria. Students will be allowed to bring drinking water from home into the classroom.

- Water will be promoted as a substitute for sugar-sweetened beverages (SSBs). The District prohibits the selling of food and beverages containing caffeine and non-nutritive sweeteners to elementary and middle school students.

- Maintenance will be performed on all water fountains regularly to ensure that hygiene standards for drinking fountains, water jugs, hydration stations, water jets, and other methods for delivering drinking water are maintained.

III. NUTRITION EDUCATION AND PROMOTION

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

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

1. Offered as part of a sequential and comprehensive K-12 program designed to provide students with knowledge and skills necessary to promote and protect their health.

2. Part of health education classes as well as classroom instruction in subjects such as math, science, language arts, social science and elective subjects, where appropriate.

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

1. Nutrition promotion can include participatory activities such as contests, promotions, farm visits, and experience working in school gardens. Nutrition promotion shall be designed to be enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.

2. The nutrition education program may be linked to school meal programs, school gardens, food and nutrition promotion, after-school programs, and farm-to-school programs.

3. Nutrition education may be offered in the cafeteria as well as the classroom, with coordination between the food and nutrition services staff and teachers.

4. Nutrition education will promote fruits, vegetables, whole-grain products, low-fat dairy products, healthy food preparation methods, and proper portion sizes.

5. Students will have opportunities to taste foods that are low in saturated and trans fats, sodium and added sugar.

6. Staff members responsible for nutrition education will participate in relevant professional development (e.g., training on the Dietary Guidelines for Americans and how to teach the guidelines).

7. Staff will only use approved nutrition curriculum in the classroom. Curriculum developed by corporate interest is prohibited.

8. Nutrition education will be provided to families via handouts, newsletters, postings on the web-site, presentations and/or workshops. The school menu will be posted online.

9. Staff is strongly encouraged to model healthful eating habits, and discouraged from eating in front of children/sharing food with children during regular class time, outside of activities related to the nutrition education curriculum.

   Specifically the nutrition curriculum will encompass:

   - Promotion of adequate nutrient intake and healthy eating practices;
   - Skill development, such as reading labels to evaluate the nutrient quality of foods, meal planning, and analysis of health information
   - Examination of the problems associated with food marketing to children;
   - Nutrition themes including, but not limited to USDA's MY Plate, Dietary Guidelines for Americans, adequate nutrient intake, body image and food safety.

IV. OTHER

A. Marketing

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

- Schools will restrict food and beverage marketing to the promotion of only those foods and beverages that meet the nutrition standards set forth in the District Wellness Policy;
- Smarter lunchroom techniques will be used to encourage fruit, vegetable, dry beans and pea choices.
- Examples of marketing techniques include:
  - Brand names, trademarks, logos, or tags, except when placed on a physically present food or beverage product or on its container.
  - Displays, such as on vending machine exteriors.
  - Corporate brand, logo, name, or trademark on school equipment, message boards, scoreboards, or uniforms
  - Advertisements in school publications or school mailings
  - Sponsorship of school activities, fundraisers, or sports teams;
  - Educational incentive programs such as contests, or programs that provide schools with supplies of funds when families purchase specific food products
  - Free samples or coupons displaying advertising of a product

V. PHYSICAL ACTIVITY

A. Physical Education

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

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

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

B. Physical Activity

All students will have opportunities for physical activity beyond physical education class. Classroom health education will reinforce the knowledge and skills needed to maintain a physically active lifestyle. Opportunities for physical activity shall be incorporated into other subject lessons, where appropriate. Classroom teachers shall provide short physical activity breaks between lessons or classes, as appropriate. The district encourages teachers to serve as role models by being physically active alongside the students. The district offers

extra and co-curricular activities. Through formal joint of shared-use agreements, indoor and outdoor physical activity facilities are spaces that will be open to students, families, and the community outside of school hours.

C. Recess

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

D. Physical Activity Programs

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

E. Safe Routes to School

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

VI. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

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

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

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

VII. POLICY IMPLEMENTATION AND PUBLICATION

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

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

VIII. ANNUAL REPORTING

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

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

Triennial Assessment

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

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

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

Recordkeeping

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

- The District's written Wellness Policy
- Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school Wellness Policy and triennial assessment available to the public.

- Documentation of the triennial assessment of the local school Wellness Policy for each school under the District's jurisdiction efforts to review and update the Wellness policy (including an indication of who is involved in the update and methods the District uses to make stakeholders aware of their ability to participate on the Wellness Committee)

Legal References:

29 U.S.C. § 794 (Section 504 of Rehabilitation Act of 1973, as Amended)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
42 U.S.C. § 1771 *et seq* (Child Nutrition Act of 1966)
42 U.S.C. § 12101 et seq. (Americans with Disabilities Act of 1990, as amended)

P.L. 108-265 (2004) 204 (Local Wellness Policy)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F. R. § 220.8 (School Breakfast Program Regulations
42 U.S.C. § 1758b, Section 9A, Section 204 (Healthy Hunger -Free Kids Act of 2010)
7 CFR Parts 210 and 220 (Final Rule July 2016)

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

RICHFIELD PUBLIC SCHOOLS

ADMINISTRATIVE GUIDELINES

WELLNESS-NUTRITION SERVICES OPERATIONS AND MEAL CHARGES

I. PURPOSE

The Administrative Guidelines outlined within this document are intended to create a nutrition services operational environment that protects and promotes the nutritional health of our students. Our commitment is to ensure that our district provides students with healthy meals with the nutrition they need to stay focused during the school day. We further commit to providing district employees, families and students with a shared understanding of expectations regarding meal charges. These guidelines seek to minimize identification of students with insufficient account balances to pay for school meals as well as to maintain the financial integrity of the nutrition services program.

II. BELIEFS

Richfield Public Schools believes that healthy school meals enable all students to achieve at their highest level, and we are committed to offering a variety of nutritional offerings to meet the individual needs of our students.

III. PAYMENT OF MEALS

We strongly encourage all families to complete the Application for Educational Benefits each school year to determine eligibility for free or reduced-price lunch. Families may complete the Application for Educational Benefits anytime throughout the year to reflect any changes that may impact determination of eligibility. Each household is financially responsible for all charged meals consumed by their child either before the approval of an application, after the denial of benefits for income over the USDA guidelines, or the election to not fill out an application. We will use every possible outreach strategy to inform all families about the need to provide money for student meals. We send out a notification and instruction postcard to each household during the second week of August annually.

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

B. Under Minn. Stat. § 124D.111, full meals will be available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance. Additionally, a full meal will be available to all students regardless of lunch balance. Under no circumstances shall any student be turned away from a USDA meal of their choice. Under no circumstances shall any student receive restricted choice related to USDA meal options provided to students.

C. When a lunch account has a negative account balance, a la carte, snack and/or double entree items will not be available regardless of paid, free or reduced-price lunch status.

IV. NOTIFICATION OF LOW OR NEGATIVE ACCOUNT BALANCE

A. The district will make reasonable efforts to notify families and employees of a low account balance when the account has a negative balance via the district's automated alert notification system.

B. Parents will receive a negative balance notification when their student's account has a negative balance, twice per week via the district's automated alert notification system.

C. Point of Sale Clarifications

1. All reasonable efforts shall be made to communicate meal balances at locations other than the point of sale.

2. At the point of sale, nutrition services staff may clarify to students reimbursable meal requirements. For example, nutrition staff may inform students that an entrée, drink and side are required for the meal to qualify as a fully qualified, reimbursable meal.

3. At the point of sale, any information shared with students shall occur with concern for the dignity of the student. Under no circumstances shall communication occur that shames the student or that could attract the attention of other students during the communication. Staff may only use a voice that can be heard only be the individual student.

4. Staff shall communicate that an account balance is getting low when the balance falls below $3.00. For example, nutrition staff may use words that include, that the lunch account balance is getting low. Staff may only use a voice that can be heard only be the individual student.

5. Staff shall communicate that an account is negative and needs attention when the account balance is negative.

6. If this communication cannot be accomplished discretely then it is not to take place.

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

Elementary Students:

1. Printed statements will go home in the backpacks on Friday of each week for all lunch balance accounts that have a negative balance.

2. Automated calls, texts and/or emails will be sent two times per week for all meal accounts with a negative balance. These will be sent using the contact information provided to the district by the legal guardian of the student.

3. No students will be denied a meal. Under no circumstances shall any student be turned away from a USDA meal of their choice. Under no circumstances shall any student receive restricted choice related to USDA meal options provided to students. Nutrition services staff will work weekly with building leadership and/or the school social worker to communicate information related to all accounts that have a balance at negative $25 or below. Families will receive increased communication and follow up coordinated through building level administration when the account has a balance of negative $25.00 or below until payment is received or the legal guardian contacts nutrition services at (612) 798-6072 or (612) 798-6071. Personal communication with families will occur only through building level administration, social worker or administrative designee. Administrative coordination with outreach workers will occur for communication with Non-English speaking families. Nutrition services staff will not communicate directly with families.

4. When a meal account is negative $50.00 or below, building level administration or social workers will contact parents to discuss the situation and provide additional resources.

Secondary Students:

1. Students can check their meal account balance or deposit money at any point of sale register at both the high school and middle school. Parents/guardians are encouraged to sign up for an online account and password to monitor all of their child's accounts. Parents should also have online access to transaction details, balances and payment.

2. Automated calls, texts and/or emails will be sent two times per week for all meal accounts with a negative balance. These will be sent using the contact information provided to the district by the legal guardian of the student.

3. No students will be denied a meal; Under no circumstances shall any student be turned away from a USDA meal of their choosing. Under no circumstances shall any student receive restricted choice related to USDA meal options provided to students. Nutrition services staff will work weekly with building leadership and/or the school social worker to communicate information related to all accounts that have a balance at negative $25 or below. Families will receive increased communication and follow up coordinated through building level administration when the account has a

balance of negative $25.00 or below until payment is received or the legal guardian contacts nutrition services at (612) 798-6072 or (612) 798-6071. Personal communication with families will occur only through building level administration, social worker or administrative designee. Administrative coordination with outreach workers will occur for communication with Non-English speaking families. Nutrition services staff will not communicate directly with families.

4. When a meal account is negative $50.00 or below, building level administration or social workers will contact parents to discuss the situation and provide additional resources.

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

V. POINT OF SALE CLARIFICATIONS

A. All reasonable efforts shall be made to communicate meal balances at locations other than the point of sale.

B. All reasonable efforts shall be made to have the point of sale occur prior to the selection of items.

C. At the point of sale, nutrition services staff may clarify to students reimbursable meal requirements. For example, nutrition staff may inform students that an entrée, drink and side are required for the meal to qualify as a fully qualified, reimbursable meal.

D. At the point of sale, any information shared with students shall occur with concern for the dignity of the student. Under no circumstances shall communication occur that shames the student or that could attract the attention of other students during the communication.

VI. COMMUNICATION CLARIFICATIONS

A. The school district will make reasonable efforts to communicate with families to resolve any unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children. This communication will only come from the school social worker, building level administrator or designee.

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

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

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

VII. COMMUNICATION OF POLICY

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

1. all households at or before the start of each school year;

2. students and families who transfer into the school district, at the time of enrollment; and,

3. all school district personnel who are responsible for enforcing this policy.

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

Legal References:

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

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

533 WELLNESS

[Note: All school districts that participate in the National School Lunch and School Breakfast Programs are required by the Healthy, Hunger-Free Kids Act of 2010 (Act) to have a wellness policy that includes standards and nutrition guidelines for foods and beverages made available to students on campus during the school day, as well as specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. The Act requires the involvement of parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the public in the development, implementation, and periodic review and update of the wellness policy. The Act also requires a plan for measuring implementation of the policy and reporting wellness policy content and implementation issues to the public, as well as the designation of at least one person charged with responsibility for the implementation and oversight of the wellness policy to ensure the school district is in compliance with the policy.]

I. PURPOSE

The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and assure that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum local, state, and federal standards.

II. GENERAL STATEMENT OF POLICY

A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.

B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.

D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.

E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

[Note: The Act requires that wellness policies include goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness.]

A. Nutrition Promotion and Education

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:

   a. offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;

   b. part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and

   c. enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.

2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching television;

2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and

3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

C. Communications with Parents

1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.

2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.

3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.

4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

IV. STANDARDS AND NUTRITION GUIDELINES

[Note: The Act requires that school districts have standards, selected by the school district, for all foods available on the school campus during the school day with the objective of promoting student health and reducing childhood obesity. For foods and beverages sold to students during the school day on school campus, the Act requires that school districts also have nutrition guidelines.]

A. School Meals

[Note: The Act specifically requires that the wellness policy contain standards and nutrition guidelines for all foods and beverages sold to students during the school day that are consistent with the meal requirements for lunches and after-school snacks set forth in 7 Code of Federal Regulations section 210.10 and the meal requirements for breakfasts set forth in Code of Federal Regulations section 220.8.]

1. The school district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.

2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.

3. Food service personnel will try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning.

4. Food service personnel will provide clean, safe, and pleasant settings and adequate time for students to eat.

5. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.

6. Food service personnel shall adhere to all applicable federal, state, and local food safety and security guidelines.

7. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.

8. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks.

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

10. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.

B. School Food Service Program/Personnel

1. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.

2. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

C. Competitive Foods and Beverages

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

2. All competitive foods will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.

3. Before and Aftercare (child care) programs must also comply with the school district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

D. Other Foods and Beverages Made Available to Students

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus, including those foods provided through:

a. Celebrations and parties. The school district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.

[Note: Healthy party ideas are available from the USDA.]

b. Classroom snacks brought by parents. The school district will provide to parents a list of suggested foods and beverages that meet Smart Snacks nutrition standards.

2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment.

3. Fundraising. The school district will make available to parents and teachers a list of suggested healthy fundraising ideas.

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion.

2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

A. Wellness Coordinator

[Note: The Act requires that local school wellness policies identify the position of the local education agency or school official(s) responsible for the implementation and oversight of the local school wellness policy.]

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.

2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

[Note: The Act requires a description of the manner in which parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public are provided an opportunity to participate in the development, implementation, and periodic review and update of the local school wellness policy.]

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.

2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.

VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

[Note: The Act requires a description of the plan for measuring the implementation of the local school wellness policy.]

1. After approval by the school board, the wellness policy will be implemented throughout the school district.

2. The school district will post its wellness policy on its website, to the extent it maintains a website.

[Note: Per Minnesota Statutes section 121A.215, when available, a school district must post its current local school wellness policy on its website.]

B. Annual Reporting

[Note: The Act requires that school districts inform the public about the content and implementation of the local wellness policy and make the policy and any updates to the policy available to the public on an annual basis.]

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

[Note: The Act requires a triennial assessment of schools' compliance with the wellness policy. The Act also requires school districts to inform the public

about progress toward meeting the goals of the wellness policy by making the triennial assessment available to the public in an accessible and easily understood manner.]

1. At least once every three years, the school district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:

   a. the extent to which schools under the jurisdiction of the school district are in compliance with the wellness policy;

   b. the extent to which the school district's wellness policy compares to model local wellness policies; and

   c. a description of the progress made in attaining the goals of the school district's wellness policy.

2. The Wellness Coordinator will be responsible for conducting the triennial assessment.

3. The triennial assessment report shall be posted on the school district's website or otherwise made available to the public.

D. Recordkeeping

[Note: The Act requires school districts to retain records to document compliance with the requirements of 7 Code of Federal Regulations section 210.30.]

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

1. The school district's written wellness policy.

2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.

3. Documentation of the triennial assessment of the local school wellness policy for each school under the school district's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the school district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Legal References:
Minn. Stat. § 121A.215 (Local School District Wellness Policy; Website)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Local Resources:
Minnesota Department of Education, www.education.state.mn.us
Minnesota Department of Health, www.health.state.mn.us
County Health Departments
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
United States Department of Agriculture, www.fns.usda.gov

*Adopted:*_____ *MSBA/MASA Model Policy 534*
Orig. 2017
*Revised:*_____ *Rev. 2023*

534 SCHOOL MEALS POLICY

[Note: In 2021, the Minnesota legislature amended Minnesota Statutes, section 124D.111, to require that Minnesota school districts that participate in the national school lunch program adopt a school meals policy. In 2023, the Minnesota legislature amended the statute to create the free school meals program].

[Note: This MSBA/MASA model policy is drafted to be consistent for all grade levels. However, local school districts may vary the meal charge policy for elementary, middle, and high schools.]

[Note: School districts must follow appropriate debt collection practices when attempting to recover unpaid a la carte item or second meal charges.]

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for a la carte items or second meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

[Note: Payment systems and procedures will likely vary from school district to school district. The school district should select one of the following options and delete the remaining options.]

A. [OPTION 1: *All a la carte items or second meal purchases are to be prepaid before meal service begins. [Insert description for how families may add money to students' accounts (e.g., electronic payment options, pay at the school office, etc.).] A student who does not have sufficient funds will not be allowed to charge a la carte items or a second meal until additional money is deposited in the student's account.*]

[OPTION 2: *Students have use of a meal account. When the balance reaches zero, a student may charge no more than $[insert amount] or [insert number of meals] to this account]. When an account reaches this limit, a student shall not be allowed to charge second meals or a la carte items until the negative account balance is paid. [Insert description for how families may add money to students' accounts (e.g., electronic payment options, pay at the school office, etc.).]*]

[OPTION 3: *Insert a school district-specific process for payment of a la carte items or second meals.*]

If the school district participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage below the federal percentage determined for all meals to be reimbursed at the free rate via the Community Eligibility Provision must participate in the free school meals program.

B. A school that participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage at or above the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program.

C. Each school that participates in the free school meals program must:

(1) participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and

(2) provide to all students at no cost up to two federally reimbursable meals per school day, with a maximum of one free breakfast and one free lunch.

D. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.

E. When a student has a negative account balance, the student will not be allowed to charge a snack item.

F. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.

B. Families will be notified of an outstanding negative balance once the negative balance reaches $*[insert amount]* or *[insert number of meals].* Families will be notified by *[insert the method used to notify families (e.g., automated calling system, email, letters sent home)]*.

C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, providing alternative meals not specifically related to dietary needs; providing nonreimbursable meals; or affixing stickers, stamps, or pins.

IV. UNPAID MEAL CHARGES

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

B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.

C. Negative balances of more than $*[insert amount]*, not paid prior to *[enter time period (e.g., end of the month, end of the semester, end of the school year)]*, will be turned over to the superintendent or superintendent's designee for collection. In some instances, the school district does use a collection agency to collect unpaid school meal debts after reasonable efforts first have been made by the school district to collect the debt. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.

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

E. The school district will not impose any other restriction prohibited under Minnesota Statutes, section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

V. COMMUNICATION OF POLICY

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

1. all households at or before the start of each school year;

2. students and families who transfer into the school district, at the time of enrollment; and

3. all school district personnel who are responsible for enforcing this policy.

B. The school district will post this policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.

C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.

Legal References: Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 124D.111 (School Meals Policies; Lunch Aid; Food Service Accounting)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

Cross References: None

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 5, 2025

Subject: Donations

(Recommended by the superintendent)

That the board of education accept the following donations with gratitude.

The RMS Music Department received donations of a trombone valued at $175.00 from Jesse Mausser of Golden Valley and a trombone valued at $125.00 from Will Epler of Minneapolis.

The RPS Athletics Department received a donation of $8,000.00 from the Minnesota Vikings for the intramural girls flag football program.