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 19, 2025
7 p.m. School Board Meeting

I. CALL TO ORDER

II. REVIEW AND APPROVAL OF THE AGENDA

III. INFORMATION AND PROPOSALS -- NON-ACTION ITEMS

A. Public Comment

B. Superintendent Update (pages 9-62)

1. Native/Indigenous Education Presentation (pages 10-49)
2. Technology Presentation (pages 50-62)

C. Commendations (pages 63-64)

IV. CONSENT AGENDA

A. Routine Matters (pages 65-84)

1. Minutes of the Regular Meeting held May 5, 2025 (pages 66-73)
2. General Disbursements as of 5/9/25 in the Amount of $1,111,956.78 (pages 74-79)
3. Year-to-Date Finance Update (pages 80-81)

B. Personnel Items (pages 82-83)

C. Bid Awards – Main Vendor, Milk and Bread Products for 2025-2026 (page 84)

V. OLD BUSINESS

A. Policy 404: Drug, Alcohol and Cannabis Testing (pages 85-171)

B. Policy 115: Title IX (pages 172-226)

C. Policy 112: Wellness & Administrative Guidelines 112.1 & 112.2 (pages 227-256)

VI. NEW BUSINESS

A. Facilities & Transportation Collective Bargaining Agreement 2024-2026 (pages 257-293)

B. 2025-2026 Resolution for Membership in the MSHSL (pages 294-296)

C. Bloomington-Edina-Richfield Family Services Collaborative Agreement (pages 297-317)

D. Joint Powers Agreement for the Learning Exchange Consortium (pages 318-324)

E. Joint Powers Agreement for the Metro South Adult Basic Education Consortium (pages 325-333)

F. Policy 203: Organization of the Board of Education (pages 334-339)

G. Policy 546: Use of Peace Officers and/or Crisis Teams to Remove Students with IEPs from School Grounds (pages 340-351)

H. Donations (page 352)

VII. ADVANCE PLANNING

A. Legislative Update

B. Information and Questions from Board

C. Suggested/Future Agenda Items

D. Future Meeting Dates

6-2-2025	7 p.m.	Regular Board Meeting
6-23-2025	7 p.m.	Regular Board Meeting – Public Comment

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

IX. REOPEN MEETING

X. ADJOURN REGULAR MEETING

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 19, 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 19, 2025

Subject: Ongoing Board Calendar

Upcoming Events to Attend:

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 19: National Accounting Day
May 19-23: National Educational Bosses Week
May 26: Memorial Day

June is LGBTQ+ Pride Month
June is National Caribbean American Heritage Month
June 19: Juneteenth

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 19, 2025

Subject: Superintendent Update

Native/Indigenous Education Coordinator Sam Weaver will present. Director of Technology Justin Steele will provide an update.

Attachments:
Native/Indigenous Education Presentation
Technology Presentation

Enriching and accelerating learning

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RPS American Indian Education Update

Samantha Weaver
she | her | hers
Indigenous Ed Coordinator

May 19, 2025

Enriqueciendo y acelerando el aprendizaje

Indigenous Parent Advisory Committee

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Role of the IPAC:

Composed of parents/guardians of American Indian/Alaskan Native Richfield students. This group meets throughout the school year and serves in an advisory role for the American Indian Education program as well as helping plan and hold family events.

Parent Advisory Committee Members:

- Co-chair: Milissa Carter (Sons attend RHS)
- Co-chair: Janell McCarty (Grandson attends STEM)
- Members: Milissa Carter, Janell McCarty, Ryan Myhro, Tony Garcia, Antoinette Young

Native Student Count

Identified student total (state count):

- SY 20-21, 137 students
- SY 21-22, 134 students
- SY 22-23, 137 students
- SY 23-24, 152 students
- SY 24-25, 153 students

Documented Tribal membership 506 form (qualification for federal funding Title VI):

- SY 20-21, 42 forms
- SY 21-22, 42 forms
- SY 22-23, 42 forms
- SY 23-24, 58 forms
- SY 24-25, 62 forms

Current # by site:

RHS: 53
RCEP: 3
RMS: 29
Centennial: 13
RSTEM: 24
Sheridan Hills: 14
RDLS: 14
Central Education Center: 2

Funding Sources

- State Funding - MDE American Indian Education
  - 24-25 school year: estimated award $92,000

- Federal Funding -Title VI Federal Office of Indian Education
  - Eligibility determined by completed membership forms
  - from SY 18-19 to present: $10,000/year
  - 23/24 school year: $10,0000/year
  - 24/25 school year: $14,000/anticipated

- Achievement & Integration
  - $29,570

MDE Indian Education Program Plan Goals 2024-2025

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Student Academic Goals

Goal of 100% of Native American students enrolled in Richfield High School at the start of their 12th grade year will graduate high school (13 students). For the 2023-2024 school year, 100% of Native American High School students graduated. RPS will continue to have a goal of 100% of Native American High School students graduating in the 2024-2025 school year.

Goal of 50% of Native American 9th grade students will earn high school credits in AP Human Geography. For the 2023-2024 school year this goal was met, 100 % of Native American high school students took one or more AP/CIS classes. RPS will revise this goal to state that 50% of Native American high school students will earn credits in one or more AP/CIS class(es).

50% of Native American High School students in grade 11 will take the ACT college exam. For the 2023-2024 school year this goal was met, over 50% of Native American students in 11th grade took the ACT exam. For the 2024-2025 school year RPS will continue to have a goal of 50% of Native American high school students in 11th grade taking the ACT exam.

GOAL: Increase reading proficiency of Native American kindergartners on the Fastbridge assessment from 12.5% proficient in Fall 2024 to 40% proficient in Spring 2025.

Smart Goal: 55% or more of Native American students will receive a set of school supplies either at the Back to School event or through targeted follow up by September 15, 2025.

MDE Indian Education Program Plan Goals 2023-2024, continued

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GOAL: Increase reading proficiency of Native American kindergartners on the Fastbridge assessment from 12.5% proficient in Fall 2024 to 40% proficient in Spring 2025.

GOAL: Increase reading proficiency of Native American third graders on the Fastbridge assessment from 40% proficient in Fall 2024 to 60% proficient in Spring 2025.

Smart Goal: The number of professional development opportunities focused on Native American Cultural Heritage to support Native and Indigenous students offered to staff will increase from 1 in SY24 to 3 in SY25 as measured by professional development offerings throughout the year (back-to-school workshop, and professional development days).

Smart Goal: Increase the number of student and family events that support positive reinforcement of the self-image of Native American students from 20 in SY23-24 to 35 in SY24-25.

Recurring Events

Back-to-School Event: 24 families participated and over 50 backpacks distributed with school supplies.

SOTR Drum and Dance: Richfield collaborates as one of 9 districts and hire cultural experts to teach students to dance and drum.

Native American College Fair: All NA RHS students were invited to the college fair at the MN History Center.

Natives In STEM at the Science Museum

Ribbon Skirt Workshop

WIN Time Powwow Drum & Dance Practice

Richfield 2nd Annual Powwow

New Events

Moccasin Workshops (extended Moccasin workshops)

National Day of Truth and Reconciliation (Orange Shirt Day)

Blue Hummingbird Woman Author Night

Indigenous Sewing Circle

Indigenous Grad honoring

2nd Annual Powwow







2nd Annual Powwow







2nd Annual Powwow

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2nd Annual Powwow





2nd Annual Powwow









2nd Annual Powwow









2nd Annual Powwow









2nd Annual Powwow







2nd Annual Powwow

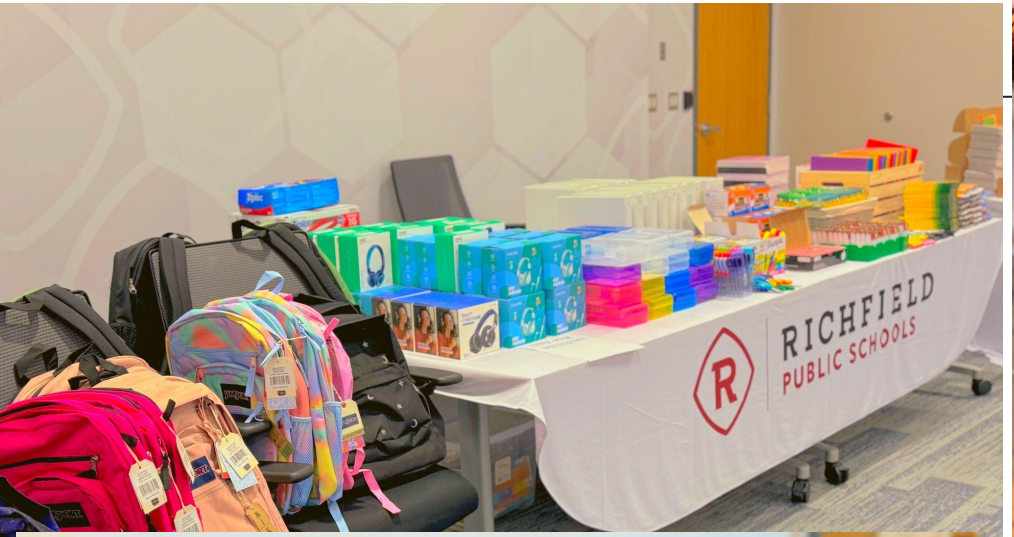
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Back-to-School

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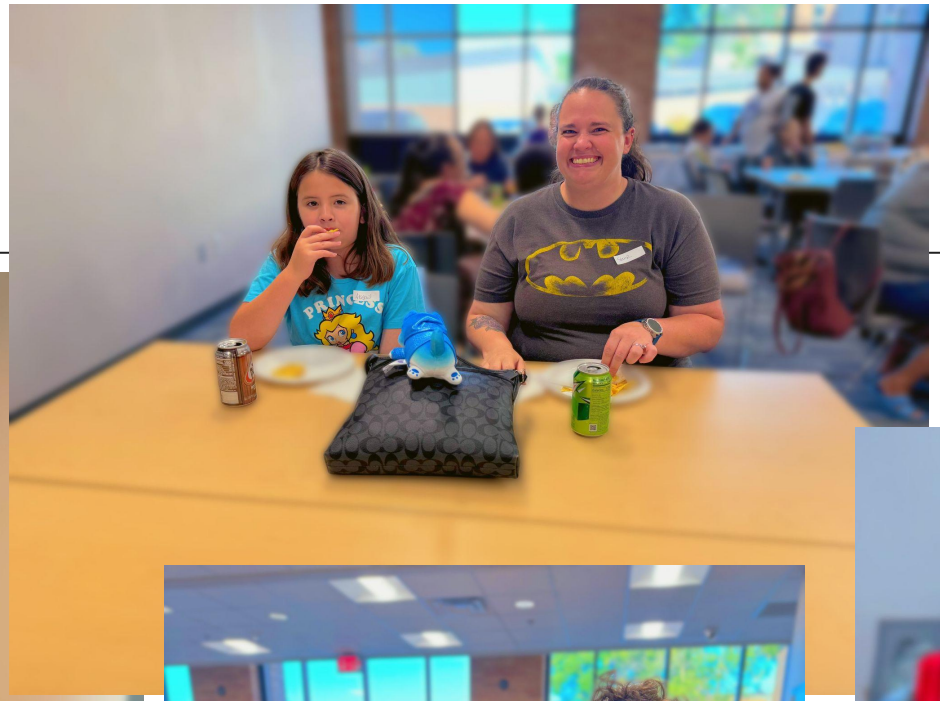








Back-to-School







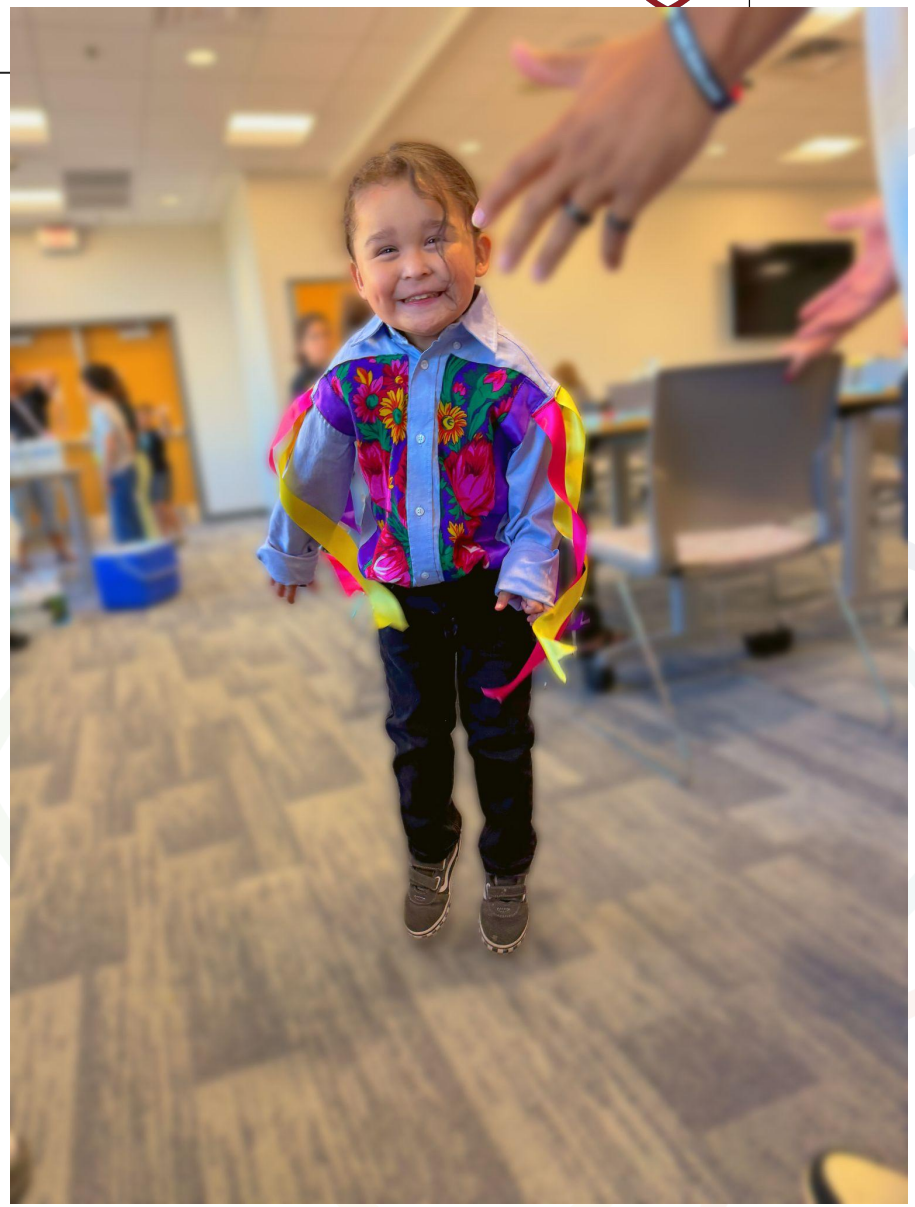




Back-to-School

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Back-to-School

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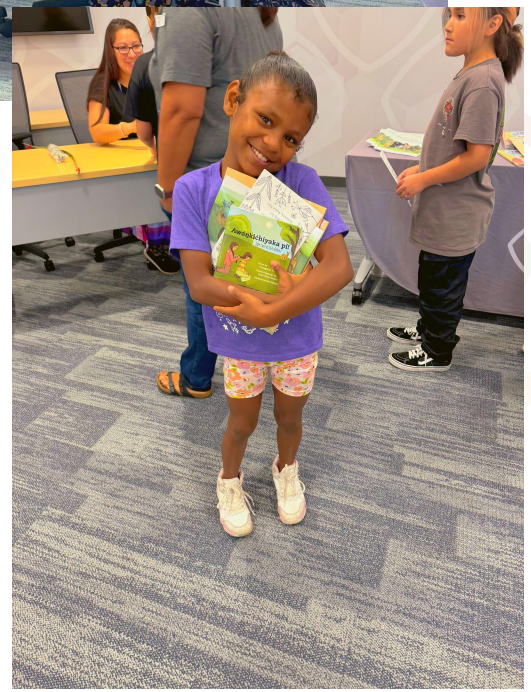
Blue Hummingbird Woman Author Night













National Day of Truth and Reconciliation











WIN-Time Dance Practice







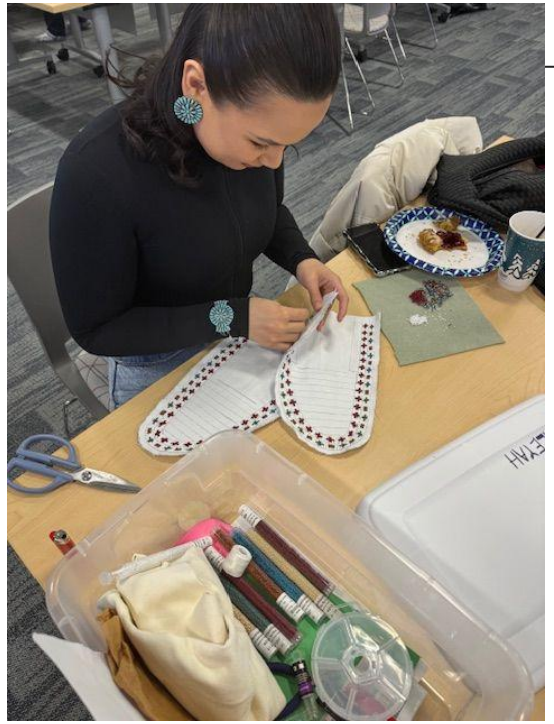






Moccasin Workshop

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Moccasin Workshop















Moccasin Workshop





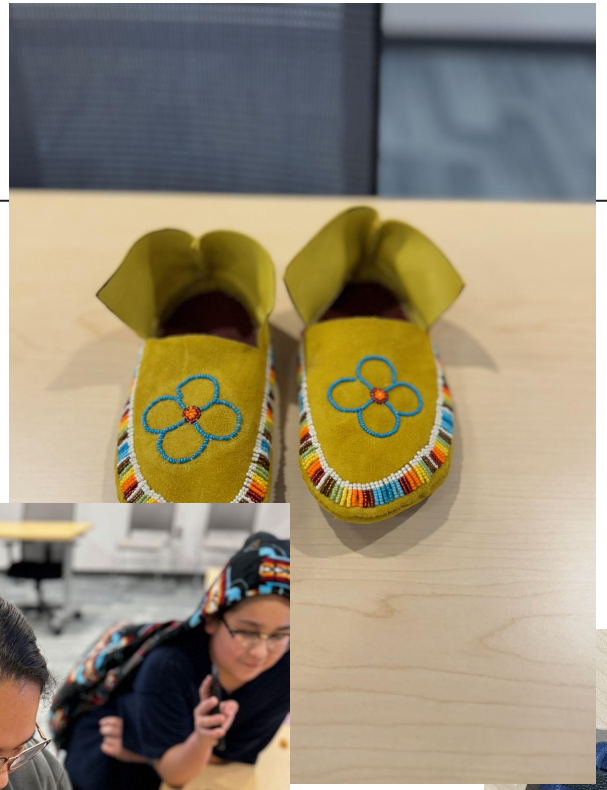






Moccasin Workshop















Natives in STEM











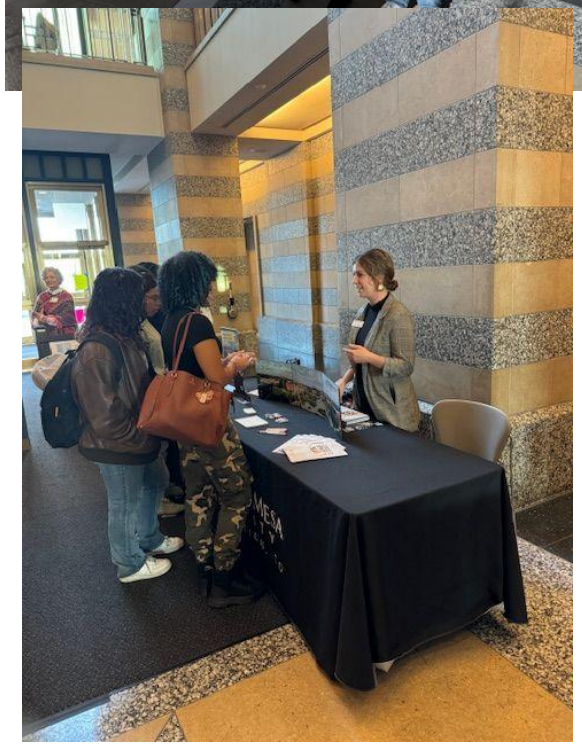


Native American College Fair













8th Grade Welcome

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SOTR Drum & Dance

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Honoring Indigenous Grads















Coming Soon!

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Sewing Circle



Celebrating IPAC Success!

Increased Participation: The IPAC has 7 consistent members!

Diverse voices: The growth in our committee has brought in a wider rage of perspectives and experiences, enriching our discussions and decision-making processes.

Strengthened community engagement: The increased numbers represent a stronger connection with our Native American families, fostering greater involvement and support for our initiatives.

Enhanced representation: The larger membership demonstrates a more inclusive and representative platform for the Native American community.

Survey

In partnership with IPAC, a survey has been created for Native American parent/guardians to gather feedback on the Indigenous education program.

Goals:

- Engage more families
- Provide support
- Improve communication
- Use data to improve program offerings to fit the needs of NA families

IPAC - Parent Committee Vote

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"Prior to March 1 of each year, the IPAC must meet to discuss whether or not they concur with the educational offerings that have been extended by the district to American Indian students. If the IPAC finds that the district and/or school board have been meeting the needs of American Indian students, they issue a vote and resolution of concurrence. If they find that the district and/or school board have not been meeting the needs of American Indian students, they issue a vote and resolution of nonconcurrence" - https://education.mn.gov/MDE/dse/indian/parent/

The Richfield IPAC issued a vote of concurrence on 2/18/25

Yes, AND

- Parents & guardians of Indigenous students recognize and appreciate the work the district has done over the past 5 - 10 years to
  - include a fuller, more accurate history of Indigenous people in Minnesota, and
  - provide representation of Indigenous people in a current world view, not just the past

AND

- We are trusting that this momentum will continue, because there is

More Work to be Done

IPAC Expectations

1. Develop & deliver curriculum that includes Indigenous history, knowledge, and culture for all students in RPS
2. Provide culturally relevant curriculum for Indigenous students
3. Provide curriculum and culture training and accountability for all staff, not just classroom teachers
4. Deliver better academic outcomes for Indigenous students
5. Hire additional Indigenous staff to support this work

Enriching and accelerating learning

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Questions?

Enriqueciendo y acelerando el aprendizaje


Enriching and accelerating learning
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24-25 Technology Department Updates
Justin Steele
Enriqueciendo y aceleranado el aprendizaje

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AGENDA

- IT by the numbers
  - Staff
  - Devices
  - Ticketing
- Budget status
- Survey results
  - Praise
  - Growth Opportunity
- Hoonuit Progress



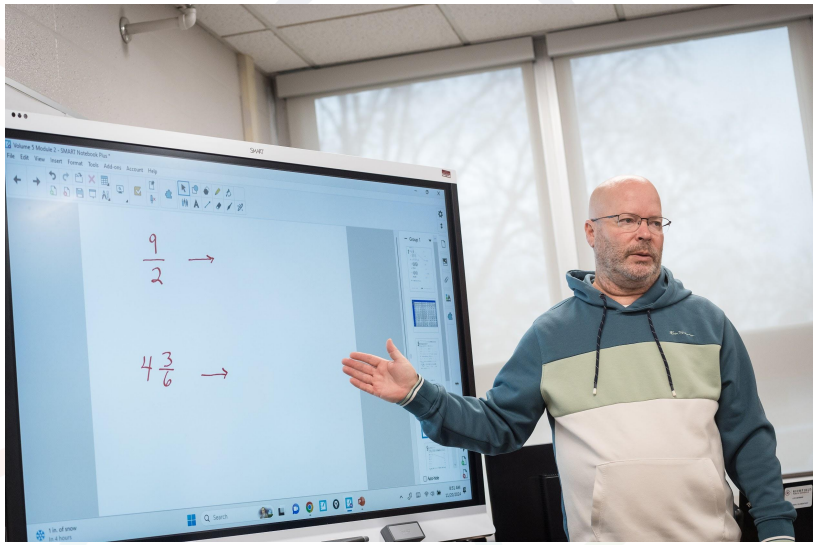
IT By the Numbers- Staff



9 full time and 1 part time staff members



7 Site-Based Tech Reps





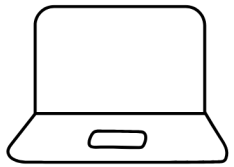
4 part-time Student Interns

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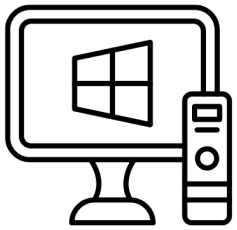


IT By the Numbers- Devices

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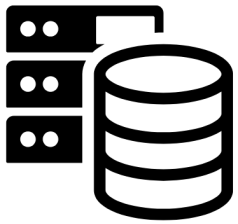
7064 Chrome devices



1783 Windows devices



630 Handsets



46 Servers



88 Switches; 709 Access Points

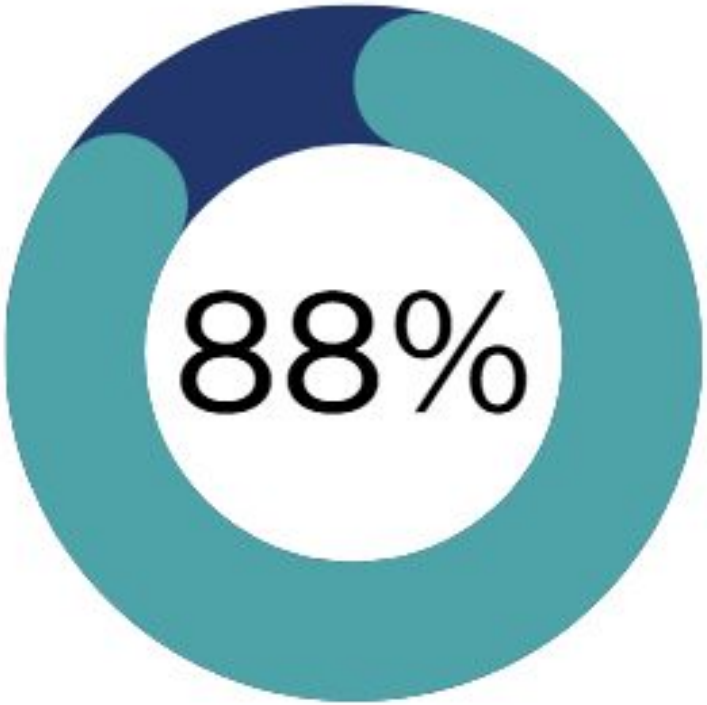


95 Approved Software



154 Interactive Flat Panels

IT By the Numbers- Ticket efficiency



2096- existing or opened since September 3, 2024

1846- closed

88% closure/ resolution rate which is above industry average

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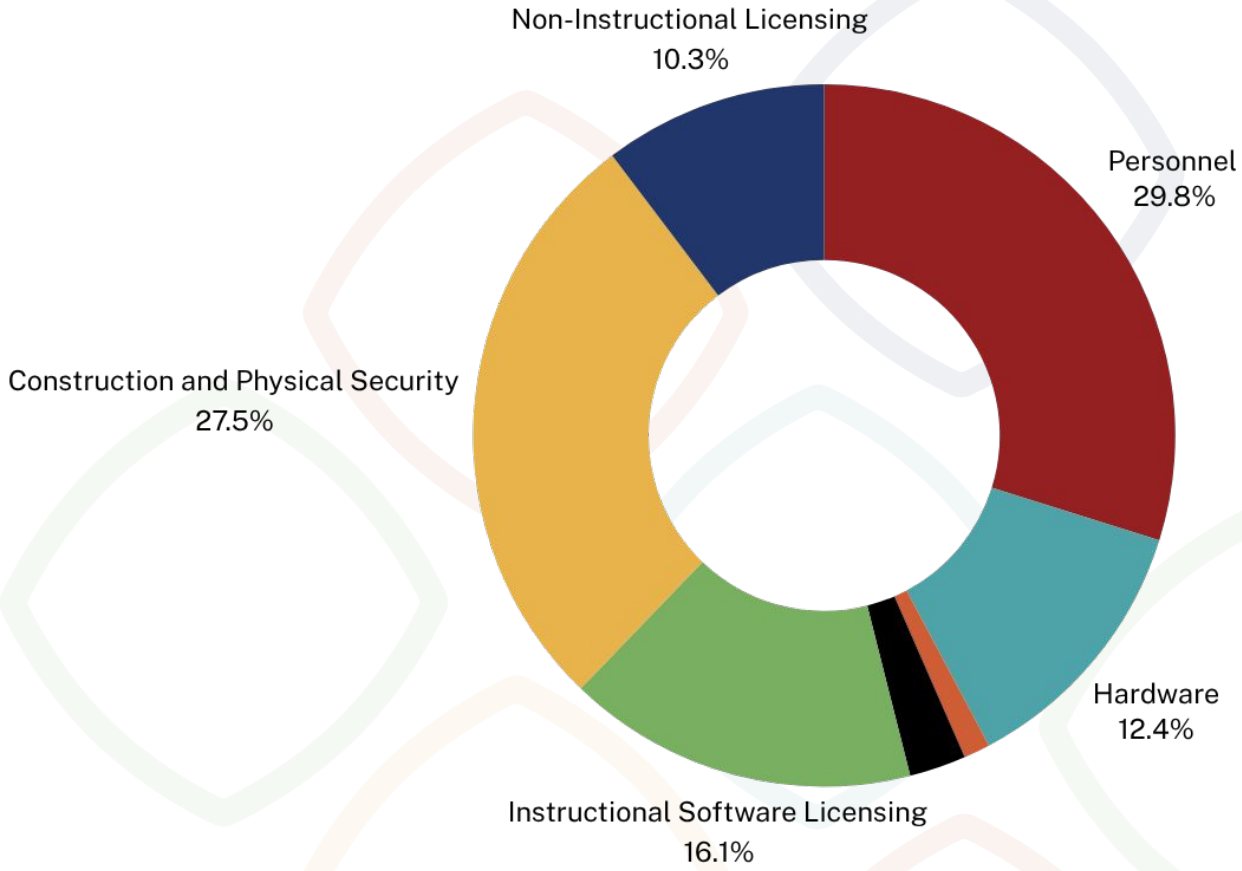




Budget Breakdown

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- Personnel
- Hardware
- Repairs/ Misc hardware/ Department Needs
- Internet, Fees for service
- Instructional Software Licensing
- Construction and Physical Security
- Non-Instructional Licensing



Survey Results

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Praise

- *“I love what they're doing. Super responsive in all areas and always trying new things.”*
- *“The best team in RPS”*
- *“They are always responsive to questions I have. Very much appreciated!”*
- *“They do a nice job training staff.”*
- *“I think the Tech department has done a great job of getting teacher input on district supported tech tools. I am always satisfied with the variety of PD available on the district tech.”*
- *“I am very satisfied with all technology support tha our district provide to all teachers.”*
- *“IT Rocks”*

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Survey Results

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Growth Opportunities

- Hoonuit
  - *"The data system is not conducive for pulling data that is needed."*
  - *"Hoonuit tends to be out of date with testing scores and is difficult to navigate."*
  - *"Hoonuit continues to baffle. Not yet finding it much more useful than Synergy."*
- Hardware
  - *"I think the district should invest on a better model of laptop for staff. This lenovo thinkPad has lots of problems."*
  - *"The student chromebooks are getting old."*
- Training
  - *"Wouldn't mind some trainings during PD for some of the tech that we have."*
  - *"For new teachers next year - shift tech training to be hands-on, have teachers set up schoology sites, etc. with tech team present rather than having a session that is all talking and no doing"*
  - *"Need more connections to buildings. Possibly teach new concepts during a staff meeting or offer after school."*

On the horizon

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Summer Projects:

- ❑ - New phone system (Ring Central)
- ❑ - Updated intercoms/ paging systems at several sites
- ❑ - Upgrading secondary staff laptops (as part of our renewal cycle)
- ❑ - Preparing new devices for students who are entering 1st, 5th, and 9th grade

25/26:

- ❑ - Dedicated teacher training series around Hoonuit (Analytics and Insights) beginning with Workshop Week
- ❑ - Training library/ knowledge base of videos and resources for approved district applications
- ❑ - Promotion of self-training with certification cycles as part of Learning Academies
- ❑ - Regular communication from Tech on upcoming events and trainings

Hoonuit Updates

84 closed tickets since July 1, 2024

- Focused efforts on accuracy in reporting:
  - Academics
  - Behavior
  - Attendance
- Weekly meetings with school administrators to demonstrate updates and new features
- Attended PLC and faculty meetings as requested to highlight enhancements to reporting and accuracy

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 19, 2025

Subject: Commendations

RPS would like to commend Assistant Superintendent Dr. Latanya Daniels, who was recently hired as the next superintendent of Burnsville-Eagan-Savage School District. This is a tremendous opportunity and a well-deserved next step for Dr. Daniels. Richfield is proud! Congratulations!

RPS would also like to commend RHS junior Frances Tronnes. Frances was selected to play French horn in the Minnesota All-State Band. As part of this exceptional honor, Frances will play alongside the best high school musicians from all over the state and perform at Orchestra Hall. Congratulations to Frances!

RPS would also like to commend the RHS students involved in the recent theater production of *Roald Dahl's Matilda the Musical*. The following students were recognized by the Hennepin Arts Spotlight Education program for their accomplishments in the production:

- Amelia Rheinhart: Outstanding Performance in a Leading Role
- Bea Jongsma: Honorable Mention in a Leading Role
- Gabe Hernandez: Honorable Mention in a Featured Role
- Warner Larsen: Outstanding in Technical Leadership
- Michelle Downing: Honorable Mention in Technical Leadership
- Felix Defor: Honorable Mention in Technical Leadership

Congratulations to all of these RHS students!

Employee Appreciation Days
May 18 was National Speech Pathologist Day! SLPs play a vital role in helping students find their voices, both literally and figuratively, empowering them to communicate confidently and effectively. Their dedication to fostering communication skills ensures every child has the tools they need to succeed academically and socially. Thank you to our RPS speech pathologists!

May 19 is National Accounting Day! Payroll, accounting, and finance staff in schools are the unsung heroes who ensure that educators and staff are paid accurately and on time, while also managing the school's financial health to support its operations. Their

attention to detail, financial expertise, and commitment to accuracy are essential in creating a stable environment where teaching and learning can thrive. Thank you to the RPS Finance Department!

May 19-23 is National Educational Bosses Week! This week celebrates our superintendent, cabinet and management team members. These RPS leaders play a pivotal role in shaping the direction of the entire educational community, consistently advocating for the needs of both students and staff. Their leadership, dedication, and strategic thinking ensure that schools operate effectively, fostering an environment where every RPS student can learn, grow and excel. Thank you, District leaders!

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 19, 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 May 5, 2025
   - Disbursements from the May 5, 2025 Meeting
   - Checks & E-pay Register from the May 5, 2025 Meeting
   - Superintendent's Report and Agenda Meeting Minutes from May 5, 2025
2. General Disbursements as of 5/9/25 in the Amount of $1,111,956.78
   - Disbursements for the May 19, 2025 Meeting
   - Checks & E-pay Register for the May 19, 2025 Meeting
3. Year-to-Date Finance Update
   - Revenue & Expenditure Summary as of April 30, 2025

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**

SUPERINTENDENT'S REPORT AND AGENDA

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

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

Monday, May 5, 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, May 5, 2025 in the boardroom at the Richfield Public Schools District Office. Chair Carter called the regular board meeting to order at 7 p.m. with the following school board members in attendance: Liss, Pollis and Spencer. As allowed by Minnesota Statute 13D.02, Director Kirk Spencer was present in the meeting via interactive technology. Director Spencer was located at 125 Harbour Place Dr., Davidson, NC 28036. Banks Kupcho and Cole were not able to attend.

Administrators present were Superintendent Unowsky, Assistant Superintendent Daniels, Executive Director Clarkson and Chief HR and Administrative Officer Holje. Student representatives Tania Brackenridge and Vanessa Rosas Miguel were present.

II. REVIEW AND APPROVAL OF THE AGENDA

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

III. INFORMATION AND PROPOSALS - NON-ACTION ITEMS

A. Superintendent Update
    1. Richfield College Experience Program Presentation
    2. Nutrition Services Presentation
B. Commendations

IV. CONSENT AGENDA

A. Routine Matters
    1. Minutes of the Regular Meeting held April 21, 2025
    2. General Disbursements as of 4/24/25 in the Amount of $1,125,494.98
    3. Investment Holdings
B. 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

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

V. OLD BUSINESS

A. Policy 612: Curriculum Development & Administrative Guideline 612.1 - fourth read

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

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

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

C. Policy 404: Drug and Alcohol Testing - second read

VI. NEW BUSINESS

A. Termination and Nonrenewal of Probationary Teaching Contracts

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

B. 2025-2026 Preliminary Budget & Advance Expenditure Authorization

Motion by Spencer, seconded by Pollis, and unanimously carried, the board of education approved the preliminary budget and authorization.

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

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

D. School Board Meeting Dates for 2025-2026

Motion by Pollis, seconded by Spencer, and unanimously carried, the board of education approved the school board meeting dates.

E. Policy 115: Title IX - first read
F. Policy 112: Wellness & Administrative Guidelines 112.1 & 112.2 - first read
G. Donations

Motion by Pollis, seconded by Liss, 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

5-19-2025	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

Motion by Spencer, seconded by Pollis, and unanimously carried, the board of education moved into closed session at 8:45 p.m. Attending the closed session were Carter, Liss, Pollis and Spencer. As allowed by Minnesota Statute 13D.02, Director Kirk Spencer was present in the meeting via interactive technology. Director Spencer was located at 125 Harbour Place Dr., Davidson, NC 28036. Superintendent Unowsky, Chief HR and Administrative Officer Holje and Director of HR Axell were also present.

IX. REOPEN MEETING

Motion by Pollis, seconded by Liss, and unanimously carried, the board of education moved into open session at 9:04 p.m. with the following board members present: Carter, Liss, Pollis and Spencer. As allowed by Minnesota Statute 13D.02, Director Kirk Spencer was present in the meeting via interactive technology. Director Spencer was located at 125 Harbour Place Dr., Davidson, NC 28036. Superintendent Unowsky and Chief HR and Administrative Officer Holje were also present.

X. ADJOURN REGULAR MEETING

Chair Carter adjourned the meeting at 9:04 p.m.

CHECK RUNS, E-PAYS & P-CARDS FOR 05/19/2025 BOARD REPORTS

BANK 05	DATE	AMOUNT
Checks	4/30/2025	208,395.22
	5/2/2025	77,222.79
	5/8/2025	696,089.91
	5/9/2025	62,490.58
E-Pays	5/1/2025	3,674.99
	5/8/2025	3,335.16
P-CARDS (APRIL 2025)	5/5/2025	60,748.13
CHECK REGISTER BANK 05 TOTAL =		**1,111,956.78**

BREAKDOWN	
01-206-00	739,354.60
02-206-00	165,966.37
03-206-00	5,202.89
04-206-00	29,564.26
06-206-00	18,134.81
07-206-00	-
18-206-00	-
20-206-00	152,316.81
21-206-00	1,417.04
47-206-00	-
BANK TOTAL =	**1,111,956.78**

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	314991	04/30/2025	ALLIED PROFESSIONALS, INC.	R	1,956.75
01	314992	04/30/2025	BECKMAN, ANNE ELIZABETH	R	80.00
01	314993	04/30/2025	BIX FRUIT COMPANY	R	11,121.92
01	314994	04/30/2025	BOHNSACK CATHERINE	R	80.00
01	314995	04/30/2025	CARLSON, GRACE	R	80.00
01	314996	04/30/2025	CDW GOVERNMENT INC	R	600.00
01	314997	04/30/2025	CITY OF RICHFIELD	R	2,445.83
01	314998	04/30/2025	CONTINUA INTERIORS OF MN, LLC	R	778.57
01	314999	04/30/2025	ECM PUBLISHERS INC	R	143.75
01	315000	04/30/2025	WW GRAINGER INC	R	195.30
01	315001	04/30/2025	GUST LINDA A	R	80.00
01	315002	04/30/2025	HAWKINS INC	R	30.00
01	315003	04/30/2025	HUBERTY MATTHEW	R	63.00
01	315004	04/30/2025	INTEGRATED FOOD SERVICE	R	3,658.00
01	315005	04/30/2025	JW PEPPER & SON INC	R	689.89
01	315006	04/30/2025	KEMPS LLC	V	0.00
01	315007	04/30/2025	KEMPS LLC	R	5,573.87
01	315008	04/30/2025	KENDALL HUNT PUBLISHING CO	R	2,998.50
01	315009	04/30/2025	KINECT ENERGY INC	R	41,002.74
01	315010	04/30/2025	LALANDE, SARA B	R	80.00
01	315011	04/30/2025	LOFFLER COMPANIES	R	75.00
01	315012	04/30/2025	MAXORPLUS, LTD	R	49,174.75
01	315013	04/30/2025	MENARDS - RICHFIELD	R	61.81
01	315014	04/30/2025	MULTILINGUAL WORD INC	R	5,717.30
01	315015	04/30/2025	OLSON CHAD	R	275.00
01	315016	04/30/2025	PAN O GOLD BAKING CO	R	674.65
01	315017	04/30/2025	PEDIATRIC HOME SERVICE	R	206.25
01	315018	04/30/2025	PROPIO LS, LLC	R	2,359.20
01	315019	04/30/2025	ROSA RUBIO ESCODA	R	455.00
01	315020	04/30/2025	ROSEN TERESA	R	130.00
01	315021	04/30/2025	RYAN JEANNIE M	R	971.28
01	315022	04/30/2025	SOLIANT HEALTH, LLC	R	3,593.00
01	315023	04/30/2025	SUNDE LAND SURVEYING, LLC	R	6,514.40
01	315024	04/30/2025	TEMP SOCIAL WORK	R	1,474.60
01	315025	04/30/2025	TORTILLERIA LA PERLA	R	175.42
01	315026	04/30/2025	TRIO SUPPLY COMPANY	R	1,111.96
01	315027	04/30/2025	UPPER LAKES FOODS	V	0.00
01	315028	04/30/2025	UPPER LAKES FOODS	R	36,865.79
01	315029	04/30/2025	USI INC	R	168.93
01	315030	04/30/2025	WARDELL AMY L	R	80.00
01	315031	04/30/2025	WELLERWORKS CUSTOM EMBROIDERY	R	400.00
01	315032	04/30/2025	WESSEL JON	R	63.00
01	315033	04/30/2025	WILSON, JORDAN	R	95.00
01	315034	04/30/2025	XCEL ENERGY	R	26,094.76
01	V2502315	05/01/2025	MATTHEW ARNOLD	R	70.00
01	V2502316	05/01/2025	MICHELLE L AXELL	R	70.00
01	V2502317	05/01/2025	BRADLEY BADOUR	R	40.00
01	V2502318	05/01/2025	ERICA T BARLOW	R	70.00
01	V2502319	05/01/2025	MARY L CLARKSON	R	70.00
01	V2502320	05/01/2025	LATANYA R DANIELS	R	70.00
01	V2502321	05/01/2025	PETER J FITZPATRICK	R	40.00
01	V2502322	05/01/2025	RACHEL GENS	R	70.00
01	V2502323	05/01/2025	AREND J GEURINK	R	70.00
01	V2502324	05/01/2025	JAMES A GILLIGAN	R	70.00
01	V2502325	05/01/2025	CHRISTINA M GONZALEZ	R	70.00
01	V2502326	05/01/2025	AMY E HAGER	R	70.00
01	V2502327	05/01/2025	KEVIN D HARRIS	R	40.00
01	V2502328	05/01/2025	MICHAEL G HARRIS	R	70.00

01	V2502329	05/01/2025	JONATHAN W HEYER	R	70.00
01	V2502330	05/01/2025	JAMES L HILL	R	40.00
01	V2502331	05/01/2025	JESSICA M HOFFMAN	R	40.00
01	V2502332	05/01/2025	CRAIG D HOLJE	R	70.00
01	V2502333	05/01/2025	DANIEL E KRETSINGER	R	70.00
01	V2502334	05/01/2025	JENNIFER KRUEGER	R	70.00
01	V2502335	05/01/2025	ANOOP KUMAR	R	40.00
01	V2502336	05/01/2025	JOLIENE S LITWINCZUK	R	289.55
01	V2502337	05/01/2025	JOHN M LORENZINI	R	185.00
01	V2502338	05/01/2025	COLLEEN M MAHONEY	R	70.00
01	V2502339	05/01/2025	MICHAEL A MANNING	R	70.00
01	V2502340	05/01/2025	DANIEL P MCGINN	R	40.00
01	V2502341	05/01/2025	DOUG R MCMEEKIN	R	70.00
01	V2502342	05/01/2025	KENT D MEYER	R	70.00
01	V2502343	05/01/2025	KATRINA L MORGAN	R	40.00
01	V2502344	05/01/2025	ERIN H NEILON	R	40.00
01	V2502345	05/01/2025	STEPHANIE NICHOLS	R	45.00
01	V2502346	05/01/2025	ROBERT G OLSON	R	40.00
01	V2502347	05/01/2025	CHRISTOPHER A PETERSON	R	70.00
01	V2502348	05/01/2025	CASSANDRA QUAM	R	70.00
01	V2502349	05/01/2025	ASHLEY SCHAEFER	R	70.00
01	V2502350	05/01/2025	CHRISTIAN SCHEMPP	R	40.00
01	V2502351	05/01/2025	AMY B SKARE-KLECKER	R	70.00
01	V2502352	05/01/2025	DANE A SMITH	R	35.44
01	V2502353	05/01/2025	NANCY J STACHEL	R	70.00
01	V2502354	05/01/2025	JUSTIN STEELE	R	70.00
01	V2502355	05/01/2025	ANGELA TAYLOR	R	70.00
01	V2502356	05/01/2025	STACY THEIEN-COLLINS	R	70.00
01	V2502357	05/01/2025	KIRSTEN THORSON	R	20.00
01	V2502358	05/01/2025	VLADIMIR S TOLEDO	R	40.00
01	V2502359	05/01/2025	STEVEN P UNOWSKY	R	270.00
01	V2502360	05/01/2025	CARRIE A VALA	R	70.00
01	V2502361	05/01/2025	JENNIFER K SMITH	R	70.00
01	V2502362	05/01/2025	REBECCA S WALD	R	40.00
01	V2502363	05/01/2025	ALEXANDER WARD	R	70.00
01	V2502364	05/01/2025	MICHELLE R WHITESIDE	R	70.00
01	V2502365	05/01/2025	KASYA L WILLHITE	R	70.00
01	V2502366	05/01/2025	KELLY L WOODS	R	70.00
01	315035	05/02/2025	ANNIS, AARON	R	95.00
01	315036	05/02/2025	BARTLETT, CORMAC	R	63.00
01	315037	05/02/2025	BENJAMIN E DOSE	R	105.00
01	315038	05/02/2025	BERRY COFFEE COMPANY INC.	R	756.63
01	315039	05/02/2025	BISSONETTE ROBERT	R	105.00
01	315040	05/02/2025	BIX FRUIT COMPANY	R	11,621.95
01	315041	05/02/2025	BRENNAN CONSTRUCTION OF MN, INC.	R	9,500.00
01	315042	05/02/2025	BURNSVILLE ISD 191	R	220.00
01	315043	05/02/2025	CHRISTOPHER M SINCLAIR	R	105.00
01	315044	05/02/2025	DREW, AUBREY	R	11.85
01	315045	05/02/2025	EICHACKER ERIC R	R	105.00
01	315046	05/02/2025	FINANGER PHILLIP J	R	66.95
01	315047	05/02/2025	GANNON, ANDREW T	R	180.00
01	315048	05/02/2025	GITS ROBERT	R	162.00
01	315049	05/02/2025	GRALAPP, CRAIG	R	105.00
01	315050	05/02/2025	GRIMM JUSTIN A	R	105.00
01	315051	05/02/2025	GROUP MEDICAREBLUE RX	R	8,140.00
01	315052	05/02/2025	HAAS MUSICAL INSTRUMENT REPAIR, INC	R	45.00
01	315053	05/02/2025	HUBERTY MATTHEW	R	126.00
01	315054	05/02/2025	JUNDT JOHN W	R	90.00
01	315055	05/02/2025	KATY KIEFFER	R	295.10

01	315056	05/02/2025	LINDSAY STONE	R	295.10
01	315057	05/02/2025	MACADAMS ANN	R	94.78
01	315058	05/02/2025	MILES SARA	R	66.95
01	315059	05/02/2025	MN SYNCHRONIZED SWIM COACHES ASSOC	R	516.00
01	315060	05/02/2025	MULTILINGUAL WORD INC	R	3,913.30
01	315061	05/02/2025	MYERS JENNIFER	R	217.00
01	315062	05/02/2025	OLSON CHAD	R	550.00
01	315063	05/02/2025	ON SITE SANITATION	R	150.00
01	315064	05/02/2025	O'NEILL SEAN	R	210.00
01	315065	05/02/2025	PAN O GOLD BAKING CO	R	556.75
01	315066	05/02/2025	POTTIOS LAVINIA	R	200.00
01	315067	05/02/2025	PROPIO LS, LLC	R	113.76
01	315068	05/02/2025	ROLANDO GOMEZ MARTINEZ	R	11.85
01	315069	05/02/2025	ROSEN TERESA	R	130.00
01	315070	05/02/2025	SNA-SCHOOL NUTRITION	R	20.00
01	315071	05/02/2025	SQUIRES, WALDSPURGER & MACE, P.A.	R	6,476.31
01	315072	05/02/2025	THEW, MICAH	R	11.85
01	315073	05/02/2025	TRIO SUPPLY COMPANY	R	3,615.41
01	315074	05/02/2025	UPPER LAKES FOODS	R	23,256.80
01	315075	05/02/2025	WESSEL JON	R	126.00
01	315076	05/02/2025	WESTRUM, JOHN L	R	105.00
01	315077	05/02/2025	WILLIAM LEROY ALLEN	R	229.00
01	315078	05/02/2025	XCEL ENERGY	R	4,272.45
01	315079	05/02/2025	ZASTROW JOHN W	R	81.00
01	V2502367	05/05/2025	P-CARD BAIRD LISA	R	6,643.86
01	V2502368	05/05/2025	P-CARD BARLOW ERICA	R	4,555.05
01	V2502369	05/05/2025	P-CARD BLUMA, MEGAN BOLLIG	R	670.47
01	V2502370	05/05/2025	P-CARD BROWN MATTHEW	R	822.08
01	V2502371	05/05/2025	P-CARD BRUNNER PATTI	R	5,977.21
01	V2502372	05/05/2025	P-CARD CARUSO MATTHEW	R	1,172.33
01	V2502373	05/05/2025	P-CARD CRUZ ESTEVA JENNIFER	R	8,152.14
01	V2502374	05/05/2025	P-CARD EDWARDS NATHAN	R	344.97
01	V2502375	05/05/2025	P-CARD GEURINK AREND	R	184.25
01	V2502376	05/05/2025	P-CARD GONZALEZ CHRISTINA	R	3,866.21
01	V2502377	05/05/2025	P-CARD HUERTA-ANAYA ALICIA	R	1,069.36
01	V2502378	05/05/2025	P-CARD KRETSINGER DAN	R	3,601.87
01	V2502379	05/05/2025	P-CARD LEIKNES LISA	R	497.46
01	V2502380	05/05/2025	P-CARD LEWIS JENNIFER	R	970.64
01	V2502381	05/05/2025	P-CARD LUNDY MICHELLE	R	6,562.93
01	V2502382	05/05/2025	P-CARD MAHONEY COLLEEN	R	20.31
01	V2502383	05/05/2025	P-CARD MANNING MICHAEL	R	364.48
01	V2502384	05/05/2025	P-CARD MCCLENDON LAURA	R	87.95
01	V2502385	05/05/2025	P-CARD MCGINN DAN	R	1,099.10
01	V2502386	05/05/2025	P-CARD MORALES LIZETTE	R	3,722.15
01	V2502387	05/05/2025	P-CARD PETERSON CHRIS	R	1,194.59
01	V2502388	05/05/2025	P-CARD SACHER GRACE	R	79.53
01	V2502389	05/05/2025	P-CARD SETZER ALEXIS	R	30.02
01	V2502390	05/05/2025	P-CARD SKARE-KLECKER AMY	R	4,975.78
01	V2502391	05/05/2025	P-CARD SMITH DANE	R	58.75
01	V2502392	05/05/2025	P-CARD STACHEL NANCY	R	1,585.20
01	V2502393	05/05/2025	P-CARD VALLEY JENNIFER	R	563.30
01	V2502394	05/05/2025	P-CARD VENTURA PEREZ RAMIRO	R	548.95
01	V2502395	05/05/2025	P-CARD WOODS KELLY	R	1,327.19
01	315080	05/08/2025	AMERICAN ACCESSORIES FOR BAND, LLC	R	1,050.00
01	315081	05/08/2025	ANDROS, KIMBERLY	R	336.93
01	315082	05/08/2025	ARVIG ENTERPRISES INC	R	1,307.90
01	315083	05/08/2025	BCN TELECOM, INC TBS	R	929.65
01	315084	05/08/2025	BSI MECHANICAL, INC.	R	8,941.53
01	315085	05/08/2025	BSN SPORTS, LLC	R	906.21

01	315086	05/08/2025	CDW GOVERNMENT INC	R	273,176.35
01	315087	05/08/2025	CEDAR SMALL ENGINE	R	118.59
01	315088	05/08/2025	CENTURYLINK	R	120.80
01	315089	05/08/2025	CINTAS CORPORATION NO 2	R	286.82
01	315090	05/08/2025	CITY OF RICHFIELD	R	15,516.33
01	315091	05/08/2025	CULLIGAN SOFT WATER	R	11.00
01	315092	05/08/2025	DICKS SANITATION SERVICE, INC (DSI)	R	7,934.97
01	315093	05/08/2025	DIGITAL INSURANCE LLC	R	3,607.00
01	315094	05/08/2025	EDUCATORS BENEFIT CONSULTANTS LLC	R	524.33
01	315095	05/08/2025	ETTEL & FRANZ ROOFING CO	R	5,658.00
01	315096	05/08/2025	FASTEST LABS OF BLOOMINGTON	R	888.25
01	315097	05/08/2025	WW GRAINGER INC	R	166.52
01	315098	05/08/2025	HAWKINS INC	R	4,944.74
01	315099	05/08/2025	HILLYARD MINNEAPOLIS	R	6,088.58
01	315100	05/08/2025	HJELM, ADAM	R	50.00
01	315101	05/08/2025	HOME DEPOT U.S.A.	R	717.35
01	315102	05/08/2025	HOPE CHURCH	R	15,522.06
01	315103	05/08/2025	IMPROVE YOUR TOMORROW, INC.	R	2,775.00
01	315104	05/08/2025	INNOVATIVE OFFICE SOLUTIONS LLC	R	65.62
01	315105	05/08/2025	KEMPS LLC	V	0.00
01	315106	05/08/2025	KEMPS LLC	R	3,634.71
01	315107	05/08/2025	KINECT ENERGY INC	R	558.00
01	315108	05/08/2025	LOFFLER COMPANIES	R	195.83
01	315109	05/08/2025	MAXORPLUS, LTD	R	100,130.85
01	315110	05/08/2025	MIDWEST BUS PARTS INC	R	342.30
01	315111	05/08/2025	MINNESOTA STATE HIGH SCHOOL LEAGUE	R	60.00
01	315112	05/08/2025	MOLLY ANTHONY	R	648.00
01	315113	05/08/2025	MTI DISTRIBUTING CO	R	401.88
01	315114	05/08/2025	MUSKA ELECTRIC CO.	R	251.20
01	315115	05/08/2025	NEI ELECTRIC, INC.	R	574.47
01	315116	05/08/2025	NEW DOMINION SCHOOL	R	12,507.92
01	315117	05/08/2025	NORMANDALE COMMUNITY COLLEGE	R	154,310.66
01	315118	05/08/2025	NORTHWOODS PROMOTIONS WEST	R	485.00
01	315119	05/08/2025	ON SITE SANITATION	R	1,421.20
01	315120	05/08/2025	ONEBRIDGE BENEFITS INC.	R	5,249.50
01	315121	05/08/2025	OPTIMIST CLUB OF RICHFIELD	R	57.50
01	315122	05/08/2025	PAYDHEALTH	R	1,428.16
01	315123	05/08/2025	PERMA-BOUND BOOKS	R	2,174.24
01	315124	05/08/2025	PROPIO LS, LLC	R	27.65
01	315125	05/08/2025	REED BEHAVIORAL HEALTH LLC	R	4,160.00
01	315126	05/08/2025	SEVERSON LAUREL	R	75.00
01	315127	05/08/2025	SHERWIN WILLIAMS CO	R	271.14
01	315128	05/08/2025	SOLIANT HEALTH, LLC	R	1,438.00
01	315129	05/08/2025	STEM SMART LLC	R	490.00
01	315130	05/08/2025	TAFFE SARAH ANN	R	9,750.00
01	315131	05/08/2025	TAMI BLOCK	R	25.00
01	315132	05/08/2025	TEMP SOCIAL WORK	R	2,539.67
01	315133	05/08/2025	TOWN & COUNTRY FENCE	R	38,227.50
01	315134	05/08/2025	VERIZON WIRELESS	R	360.13
01	315135	05/08/2025	ALLSTATE PETERBILT OF S ST PAUL	R	169.40
01	315136	05/08/2025	WILLIAM V MACGILL & CO	R	308.78
01	315137	05/08/2025	WOLD ARCHITECTS AND ENGINEERS	R	2,120.41
01	315138	05/08/2025	XCEL ENERGY	R	51.28
01	V2502396	05/08/2025	RACHEL U CORNES	R	59.60
01	V2502397	05/08/2025	KRISTI A DINGMAN	R	125.37
01	V2502398	05/08/2025	ANGELA M FISH	R	49.35
01	V2502399	05/08/2025	MICHELLE D FRANZ	R	11.89
01	V2502400	05/08/2025	STEPHANIE M HEYER-WALSH	R	46.35
01	V2502401	05/08/2025	SHANYN HILL	R	8.17

01	V2502402	05/08/2025	SUZANNE A HILLER	R	1,600.00
01	V2502403	05/08/2025	JESSICA M HOFFMAN	R	91.14
01	V2502404	05/08/2025	BAILEY HOLLIS	R	48.74
01	V2502405	05/08/2025	ALEXANDER S KALBOW	R	288.34
01	V2502406	05/08/2025	JENNIFER KRUEGER	R	63.07
01	V2502407	05/08/2025	JENNIFER K LEWIS	R	119.40
01	V2502408	05/08/2025	ERIN H NEILON	R	114.94
01	V2502409	05/08/2025	ANN M RUMMEL	R	9.00
01	V2502410	05/08/2025	ALEXIS SETZER	R	114.80
01	V2502411	05/08/2025	ANGELA TAYLOR	R	15.24
01	V2502412	05/08/2025	KIRSTEN THORSON	R	49.14
01	V2502413	05/08/2025	LORI M VOIGT	R	24.22
01	V2502414	05/08/2025	SAMANTHA WEAVER	R	467.19
01	V2502415	05/08/2025	MICHELLE R WHITESIDE	R	29.21
01	315139	05/09/2025	ADRIAN YAHIR RODRIGUEZ	R	57.50
01	315140	05/09/2025	BACKLUND CHAD G	R	95.00
01	315141	05/09/2025	BIX FRUIT COMPANY	R	11,709.29
01	315142	05/09/2025	ELYNK MARCUS	R	23.70
01	315143	05/09/2025	EMILY RAMIREZ GONZALEZ	R	86.25
01	315144	05/09/2025	FEIGUM DAN	R	105.00
01	315145	05/09/2025	FINANGER PHILLIP J	R	41.20
01	315146	05/09/2025	HEIFORT MICHAEL	R	95.00
01	315147	05/09/2025	JA'DE FOSTER	R	57.50
01	315148	05/09/2025	JEROME A PLAGGE JR	R	46.38
01	315149	05/09/2025	KAYLEE JULIAN JUAREZ	R	86.25
01	315150	05/09/2025	KEMPS LLC	V	0.00
01	315151	05/09/2025	KEMPS LLC	R	4,203.66
01	315152	05/09/2025	KENIA CIELO PLIEGO	R	86.25
01	315153	05/09/2025	KORBA JERRY	R	95.00
01	315154	05/09/2025	LANGE JEFF	R	105.00
01	315155	05/09/2025	LENALEE GARCIA ROMANO	R	86.25
01	315156	05/09/2025	LOFFLER COMPANIES	R	217.60
01	315157	05/09/2025	MARTINEZ ASHLY	R	28.75
01	315158	05/09/2025	MASBERG JOHN C	R	105.00
01	315159	05/09/2025	MENDELBLATT MADELINE	R	11.85
01	315160	05/09/2025	MENDELBLATT SCOTT	R	92.76
01	315161	05/09/2025	MIELKE TYLER R	R	105.00
01	315162	05/09/2025	MILES SARA	R	133.90
01	315163	05/09/2025	PAN O GOLD BAKING CO	R	481.70
01	315164	05/09/2025	PENA ANNABELLA	R	57.50
01	315165	05/09/2025	PUHZAL, JOSHUA	R	11.85
01	315166	05/09/2025	ROBINSON, KEITH	R	216.00
01	315167	05/09/2025	RONALDO GOMEZ MARTINEZ	R	23.70
01	315168	05/09/2025	STEPHANIE ESPITIA HERNANDEZ	R	28.75
01	315169	05/09/2025	TRIO SUPPLY COMPANY	R	1,107.87
01	315170	05/09/2025	TROUNES FRANCES	R	86.25
01	315171	05/09/2025	UPPER LAKES FOODS	V	0.00
01	315172	05/09/2025	UPPER LAKES FOODS	R	42,630.37
01	315173	05/09/2025	WILLIAMS DENZIL	R	86.25
01	315174	05/09/2025	XIMENA MARCS DOMINGUEZ	R	86.25

TOTAL CHECKS, EPAYS & PCARD REGISTER	**1,111,956.78**

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

RICHFIELD | April 30, 2025

REVENUE CATEGORIES	June 30, 2023	June 30, 2024	Adopted Budget	Projected End Of Year	Received YTD	Budget Remaining	April 30, 2025 % of Budget Received	April 30, 2024 % of Actuals Received	April 30, 2023 % of Actuals Received	Current YTD vs. PYTD	April 30, 2024	April 30, 2023
STATE	47,269,721	55,361,384	61,145,174	59,737,350	43,747,638	17,397,536	71.55%	75.40%	76.75%	**2,007,132**	41,740,506	36,279,087
FEDERAL	8,182,832	5,360,512	2,633,950	2,513,388	765,196	1,868,754	29.05%	42.48%	45.45%	**(1,512,101)**	2,277,297	3,719,036
PROPERTY TAXES	17,853,747	18,257,792	23,100,410	22,329,676	22,436,137	664,273	97.12%	99.42%	99.42%	**4,283,337**	18,152,800	17,750,201
LOCAL SALES, INS RECOVERY & JUDGEMENTS	53,909	84,206	85,000	52,353	28,763	56,237	33.84%	42.77%	47.34%	**(7,253)**	36,016	25,522
LOCAL (FEES, INTEREST, ETC.)	1,656,125	2,943,714	2,086,685	2,547,705	2,223,527	(136,842)	106.56%	73.65%	71.78%	**55,398**	2,168,129	1,188,720
TOTALS	**75,016,334**	**82,007,607**	89,051,219	**87,180,472**	**69,201,261**	**19,849,958**	**77.71%**	**78.50%**	**78.60%**	**4,826,514**	**64,374,748**	**58,962,566**

EXPENDITURES (OBJECT SERIES)	June 30, 2023	June 30, 2024	Adopted Budget	Projected End Of Year	Expended YTD	Budget Remaining	April 30, 2025 % of Budget Expended	April 30, 2024 % of Actuals Expended	April 30, 2023 % of Actuals Expended	Current YTD vs. PYTD	April 30, 2024	April 30, 2023
SALARIES & WAGES	42,666,507	44,519,026	48,079,454	47,176,289	33,113,532	14,965,922	68.87%	71.38%	70.05%	**1,337,040**	31,776,492	29,888,201
EMPLOYEE BENEFITS	14,518,829	15,376,730	16,284,347	16,342,332	12,426,442	3,857,905	76.31%	73.15%	75.42%	**1,178,703**	11,247,739	10,950,038
PURCHASED SERVICES	11,201,175	13,172,577	15,647,434	15,818,609	10,540,261	5,107,173	67.36%	68.87%	69.66%	**1,468,791**	9,071,470	7,802,675
SUPPLIES	3,707,790	3,838,248	4,640,472	4,233,532	3,339,945	1,300,527	71.97%	79.51%	76.53%	**287,965**	3,051,980	2,837,669
EQUIPMENT	4,339,230	3,488,077	2,925,649	2,551,706	2,292,861	632,788	78.37%	95.38%	80.69%	**(1,034,115)**	3,326,975	3,501,469
OTHER EXPENDITURES	392,751	406,103	717,469	559,252	170,725	546,744	23.80%	39.07%	38.13%	**12,065**	158,660	149,757
TOTALS	**76,826,282**	**80,800,761**	88,294,825	**86,681,721**	**61,883,764**	**26,411,061**	**70.09%**	**72.57%**	**71.76%**	**3,250,449**	**58,633,316**	**55,129,809**

EXPENDITURES (PROGRAM SERIES)	June 30, 2023	June 30, 2024	Adopted Budget	Projected End Of Year	Expended YTD	Budget Remaining	April 30, 2025 % of Budget Expended	April 30, 2024 % of Actuals Expended	April 30, 2023 % of Actuals Expended	Current YTD vs. PYTD	April 30, 2024	April 30, 2023
SITE ADMINISTRATION	1,951,791	2,063,549	2,343,188	2,558,081	2,013,966	329,222	85.95%	83.45%	83.16%	**291,949**	1,722,017	1,623,053
DISTRICT ADMINISTRATION	2,124,536	2,281,758	2,613,734	2,252,528	1,589,865	1,023,869	60.83%	78.31%	74.71%	**(197,034)**	1,786,899	1,587,309
SUPPORT SERVICES	3,097,622	3,265,363	3,316,727	3,484,722	2,842,756	473,971	85.71%	87.01%	87.29%	**1,722**	2,841,033	2,703,827
REGULAR INSTRUCTION	30,597,910	31,337,342	32,210,528	31,753,508	21,566,990	10,643,538	66.96%	67.27%	67.04%	**485,101**	21,081,888	20,512,497
EXTRA-CURRICULAR ACTIVITES	1,131,315	1,043,990	1,085,876	1,198,750	830,351	255,525	76.47%	80.70%	77.50%	**(12,171)**	842,522	876,818
VOCATIONAL INSTRUCTION	599,877	839,648	1,007,365	973,557	668,733	338,632	66.38%	50.40%	64.48%	**245,514**	423,219	386,795
SPECIAL EDUCATION	13,955,261	15,690,800	17,458,055	17,002,860	11,532,057	5,925,998	66.06%	68.45%	69.34%	**791,590**	10,740,467	9,675,930
INSTRUCTIONAL SUPPORT	5,115,499	5,557,740	5,537,706	5,255,481	4,212,309	1,325,397	76.07%	88.76%	80.95%	**(720,590)**	4,932,899	4,141,152
PUPIL SUPPORT SERVICES	10,416,333	11,410,630	14,629,973	14,074,485	10,199,767	4,430,206	69.72%	72.16%	71.74%	**1,965,674**	8,234,093	7,472,984
FACILITIES	7,423,372	6,795,129	7,563,939	7,544,243	5,845,631	1,718,308	77.28%	81.15%	77.28%	**331,097**	5,514,534	5,736,967
OTHER FINANCING USES	412,768	514,812	527,734	583,507	581,341	(53,607)	110.16%	99.79%	99.93%	**67,596**	513,745	412,477
TOTALS	**76,826,282**	**80,800,761**	88,294,825	**86,681,721**	**61,883,764**	**26,411,061**	**70.09%**	**72.57%**	**71.76%**	**3,250,449**	**58,633,316**	**55,129,809**

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

RICHFIELD | April 30, 2025

ACTIVITY - OTHER FUNDS

REVENUE	June 30, 2023	June 30, 2024	Adopted Budget	Projected End Of Year	Received YTD	Budget Remaining	April 30, % of Budget Received	April 30, % of Actuals Received	April 30, % of Actuals Received	Current YTD vs. PYTD	April 30, 2024	April 30, 2023
FOOD SERVICE	3,072,380	3,949,403	3,577,663	4,069,489	2,800,386	777,277	78.27%	62.63%	61.50%	**326,939**	2,473,447	1,889,596
COMMUNITY EDUCATION	2,097,545	2,322,904	2,056,049	2,018,168	1,820,700	235,349	88.55%	91.87%	89.76%	**(313,255)**	2,133,955	1,882,812
CONSTRUCTION	2,403,125	2,767,467	166,000	288,489	152,085	13,915	91.62%	98.23%	98.90%	**(2,566,271)**	2,718,355	2,376,772
DEBT SERVICE	7,384,481	8,086,343	7,819,436	7,037,558	7,095,910	723,526	90.75%	101.28%	97.63%	**(1,094,021)**	8,189,930	7,209,799
CUSTODIAL	25,986	30,570	29,392	12,449	7,089	22,304	24.12%	97.07%	87.29%	**(22,585)**	29,673	22,683
INTERNAL SERVICE	8,168,983	8,636,077	8,942,594	9,462,613	7,272,406	1,670,188	81.32%	84.79%	72.30%	**(50,005)**	7,322,411	5,905,935
OPEB IRREVOCABLE TRUST	190,720	364,778	200,000	71,386	17,610	182,390	8.80%	40.37%	104.02%	**(129,663)**	147,273	198,390
OPEB DEBT SERVICE	2,061,376	2,013,317	2,058,652	1,854,809	1,888,790	169,862	91.75%	103.31%	99.40%	**(191,241)**	2,080,031	2,049,052
TOTALS	**25,404,596**	**28,170,859**	24,849,786	**24,814,960**	**21,054,974**	**3,794,812**	**84.73%**	**89.08%**	**84.77%**	**(4,040,102)**	**25,095,076**	**21,535,040**

EXPENDITURES	June 30, 2023	June 30, 2024	Adopted Budget	Projected End Of Year	Expended YTD	Budget Remaining	April 30, % of Budget Expended	April 30, % of Actuals Expended	April 30, % of Actuals Expended	Current YTD vs. PYTD	April 30, 2024	April 30, 2023
FOOD SERVICE	3,519,501	3,729,581	3,808,676	3,923,980	3,007,560	801,116	78.97%	75.12%	75.20%	205,905	2,801,655	2,646,738
COMMUNITY EDUCATION	2,092,359	2,258,815	2,120,241	2,013,465	1,578,164	542,077	74.43%	78.61%	77.01%	(197,392)	1,775,556	1,611,418
CONSTRUCTION	136,534	1,834,310	2,670,000	1,841,870	1,169,897	1,500,103	43.82%	88.44%	94.88%	(452,337)	1,622,234	129,547
DEBT SERVICE	7,254,908	7,949,447	7,779,254	7,239,248	7,779,254	0	100.00%	100.00%	100.00%	(170,193)	7,949,447	7,254,908
CUSTODIAL	7,639	9,075	10,500	13,898	10,537	(37)	100.36%	100.00%	99.67%	1,463	9,075	7,614
INTERNAL SERVICE	7,896,304	7,249,696	8,814,949	9,308,186	7,692,786	1,122,163	87.27%	87.80%	86.09%	1,327,829	6,364,957	6,797,670
OPEB IRREVOCABLE TRUST	484,271	476,577	477,000	477,000	0	477,000	0.00%	0.00%	0.00%	0	0	0
OPEB DEBT SERVICE	2,027,475	2,025,100	2,022,175	2,022,175	2,022,175	0	100.00%	100.00%	100.00%	(2,925)	2,025,100	2,027,475
TOTALS	**23,418,991**	**25,532,600**	27,702,795	**26,839,823**	**23,260,373**	**4,442,422**	**83.96%**	**88.31%**	**87.43%**	712,350	**22,548,024**	**20,475,371**

SUMMARY - ALL FUNDS

SUMMARY	June 30, 2023	June 30, 2024	Adopted Budget	Projected End Of Year	YTD	Budget Remaining	April 30, % of Budget Expended	April 30, % of Actuals Expended	April 30, % of Actuals Expended	Current YTD vs. PYTD	April 30, 2024	April 30, 2023
REVENUE	100,420,930	110,178,467	113,901,005	111,995,432	90,256,235	23,644,770	79.24%	81.20%	80.16%	786,411	89,469,824	80,497,605
EXPENDITURES	100,245,273	106,333,361	115,997,620	113,521,544	85,144,138	30,853,482	73.40%	76.35%	75.42%	3,962,799	81,181,339	75,605,179
SPENDING VARIANCE	175,656	3,845,105	(2,096,615)	(1,526,111)	5,112,098	N/A	N/A	N/A	N/A	(3,176,387)	8,288,485	4,892,426

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting May 19, 2025

Subject: PERSONNEL ITEMS

(Recommended by superintendent)

That the board of education approve the following personnel items:

Full Time Certified Probationary Year 1 of 1
Elizabeth Ledesma Fernandez – Dual Language Elementary Teacher – RDLS
Effective: 8/19/25
Holly Denecour – Dual Language Elementary Teacher – RDLS
Effective: 8/19/25
Daniel Gieski – Special Education Teacher – Transition Plus/South Education Center
Effective: 8/19/25

Full Time Certified Probationary Year 1 of 3
Maya Goldbaum – Dual Language Elementary Teacher – RDLS
Effective: 8/19/25
Zara Quraishi – Elementary Teacher – Sheridan Hills Elementary
Effective: 8/19/25
Hannah Verhulst – Special Education Teacher – Centennial Elementary
Effective: 8/19/25

Certified Full Time Extended Probation
Jeanne Lawless – Elementary Teacher – Richfield STEM Elementary
Christine Clay – Special Education Teacher – Richfield Middle School
Nathan Giles – Special Education Teacher – Richfield High School

Certified Full Time Leave of Absence
Ryan Meulemans – Dean – Richfield STEM Elementary
Effective: 25-26 School Year

Certified Full Time Resignation
Dalianna Ramos – Dual Language Elementary Teacher – RDLS
Effective: 6/6/2025
Years of Service: 2
Laura Wagner – Work Based Learning Teacher – Transition Plus/SEC
Effective: 6/6/2025
Years of Service: 1

Classified Full-Time Paraprofessional for Employment

Stephanie Blonigan - Special Education – South Education Center
Effective: 05/13/2025

Classified Full-Time Facilities & Transportation Reclassification
Ricky Thompson - Head Custodian – Richfield Dual Language School
Effective: 05/26/2025
Nikolas Bauza - Night Lead – Richfield High School
Effective: 05/12/2025

Classified Full-Time Facilities and Transportation Retirement
Patrick Kielty - Head Custodian – Richfield Dual Language Elementary
Effective: 06/13/2025
Years of Service: 40
Change in effective date from February 3rd, 2025, board approved personnel items.

Classified Full-Time Paraprofessional Probationary Termination
Hamza Aden - Special Education – Centennial Elementary School
Effective: 05/06/2025
Joshua Moton - Campus Supervisor – Richfield Middle School
Effective: 05/13/2025

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 19, 2025

SUBJECT: BID AWARD - MAIN VENDOR
BID AWARD - MILK PRODUCTS
BID AWARD - BREAD PRODUCTS

(Recommended by the superintendent)

That the board of education renew the bid award for the main product contract for the 2025-26 school year with Upper Lakes Foods, renew the bid award for the milk product contract for the 2025-26 school year with Kemps Dairy, and renew the bid award for bread product contract for the 2025-26 school year with Pan-O-Gold Corporation.

Background Information

(Prepared by Craig Holje and Michael Manning)

It is recommended that we renew the contract with Upper Lakes Foods based on their products, service and delivery accuracy. Two years ago, we conducted a bid in conjunction with Bloomington Public Schools to ensure optimum delivery pricing and scheduling and chose Upper Lakes Foods.

It is recommended that we renew contracts with both Kemps Dairy and Pan-O-Gold based on their products, service and delivery accuracy. One year ago, we conducted a bid in conjunction with Catalyst Sourcing Solutions and chose both vendors.

Michael Manning (Director of Food and Nutrition Services) is recommending the renewal of these contracts. The current bid price is within the food service budget for FY25-26.

All compliance checks related to suspension and disbarment have been completed.

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 19, 2025

Subject: Drug, Alcohol and Cannabis Testing

(Recommended by the superintendent)

Passage upon a third read of Policy 404: Drug and Alcohol Testing, to be renamed Policy 404: Drug, Alcohol and Cannabis Testing. The policy describes the process for administering drug, alcohol and cannabis 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

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 19, 2025

Subject: Title IX

(Recommended by the superintendent)

Passage upon a second 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.

The 2021 version of the policy is attached with redlines based on District branding & style guidelines. The redlines do not indicate changes from the 2024 version, as nearly the entire policy is different from that version.

Background Information:
The Title IX policy was first approved by the board in February 2021. Though RPS has multiple other policies that prohibit harassment and discrimination, the specific definitions and processes related to Title IX as specified by the federal government necessitated its own policy.

In September 2024, the board approved a new version of this policy, created by District administration, which was required based on changes to federal law. In order to create a revised version of this policy, District administration used the policy drafted by Squires, Waldspurger & Mace, P.A. as a model, updated it to follow RPS branding and style guidelines, and added in some specific elements from the MSBA model policy. Due to the extensive changes required, it was not useful to create a redlined version of the existing policy at that time.

In 2025, the federal government reverted Title IX regulations back to what they were before 2022. This requires RPS to replace the current policy with the original version approved by the board in 2021.

Attachments:
Policy 115: Title IX & Addendum (current version)
Policy 115: Title IX (2021 version) - redlined
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~~Richfield Public Schools 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 d~~District is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

B. The ~~school d~~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 d~~District's education programs and activities and that is committed by a ~~school d~~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 d~~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 d~~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~~401 70TH ST. W., RICHFIELD, MN 55423.

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 d~~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~~ District must make reasonable accommodations to the grievance process as necessary for individuals with disabilities.

2. The ~~school d~~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 d~~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 d~~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 d~~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 d~~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 d~~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 d~~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 d~~District shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the ~~school d~~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 d~~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 d~~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 d~~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 d~~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 d~~District strives to adhere to the timelines described above, in each case, the ~~school d~~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 d~~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 d~~District may provide a complainant and disciplinary sanctions that the ~~school d~~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.~~ Policy 541: Student Behavior. 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 d~~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~~ 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 d~~District will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The ~~school d~~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 d~~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 d~~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 d~~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

The ~~school d~~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 d~~District undertakes an individualized safety and risk analysis;

2. The ~~school d~~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 d~~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 d~~District policies, including Policy 541~~—~~: Student Behavior. ~~–~~The ~~school d~~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 d~~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 d~~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 d~~District at the ~~school d~~District's discretion, but only after a formal complaint has been received by the ~~school d~~District.

B. The ~~school d~~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 d~~District employee sexually harassed a student.

D. The ~~school d~~District will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The ~~school d~~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 d~~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 d~~District's education program or activity; or

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

B. The ~~school d~~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 d~~District; or

3. ~~-~~Specific circumstances prevent the ~~school d~~District from gathering sufficient evidence to reach a determination.

C. The ~~school d~~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 d~~District from addressing the underlying conduct in any manner that the ~~school d~~District deems appropriate.

IX. INVESTIGATION OF A FORMAL COMPLAINT

A. If a formal complaint is received by the ~~School~~ District, the ~~school d~~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 d~~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 d~~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 d~~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 d~~District has sent the investigative report to both parties and before the ~~school d~~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 d~~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 d~~District shall offer the parties an opportunity to appeal a determination regarding responsibility or the ~~school d~~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 d~~District, the ~~school d~~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 d~~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 d~~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 d~~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 d~~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 d~~District's website. If the ~~school d~~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 d~~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 d~~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 d~~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 d~~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 d~~District must document:

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

2. The measures the ~~school d~~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 d~~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 d~~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")

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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~~February 1, 2021
REVISED BY THE BOARD OF EDUCATION: September 16, 2021; May 19, 2025

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)

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 19, 2025

Subject: Wellness

(Recommended by the superintendent)

A second 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; Health, Safety and Wellness Committee; and Safe & Supportive Schools parent/guardian and RCEP groups. Suggested changes are included. The Safe & Supportive Schools RHS and RMS groups will be reviewing the policy and guidelines before the next board meeting.

Attachments:
Policy 112: Wellness - redlined
Administrative Guideline 112.1 - redlined
Administrative Guideline 112.1: Wellness-Nutrition Services Operations and Meal Charges - redlined
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~~ ensure a school environment at each school in Richfield Public Schools 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~~ school ~~Board~~ board recognizes that nutrition promotion and education ~~and~~, 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 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.~~C. All students in grades PreK-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

~~E.~~D. 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.~~E. The ~~School~~ school ~~Board~~ board endorses and the ~~school d~~District adheres to the USDA nutrition guidelines to promote student health and to prevent and reduce childhood obesity, eating disorders and chronic disease.

~~G.~~F. The ~~school d~~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 d~~District's wellness policy.

Commented [CQ1]: Stated above

~~H.~~G. 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.~~H. 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~~ wellness policy in accordance with policy guidelines.

~~J.~~I. The ~~Chief~~ chief HR and ~~Administrative~~ administrative ~~Officer~~ officer has the responsibility to ensure that each school complies with the District ~~Wellness~~ wellness ~~Policy~~policy.~~ ~~ The ~~Wellness~~ wellness ~~Policy~~ policy will be measured periodically on the extent to which schools are in compliance, the progress made in attaining nutrition and physical activity goals, and the extent to which the District ~~Wellness~~ wellness policy compares to model ~~Wellness~~ wellness policies.~~ ~~ The results of this assessment will be made available to the ~~School~~ school ~~Board~~ 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
REVI~~EWED~~ SED 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 for Richfield Public Schools 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 Fresh Fruit and Vegetable program will apply to implement this program.

Richfield Public Schools participates in the Minnesota Free School Meals Program, and therefore, all enrolled students will be offered one breakfast and one lunch at no charge while at school regardless of their meal balance. ~~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~~ Administrative Guideline 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~~ director of ~~Food~~ food and ~~Nutrition~~ nutrition ~~Services~~ services shall ensure that all reimbursable meals meet nutrition standards mandated

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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.
~~1.~~
2. In the event a written complaint is filed regarding the approval or disapproval of any item, the ~~Superintendent~~ superintendent or designee and the ~~Director~~director, after review, shall make the final determination.

The ~~Director~~ director of ~~Food~~ food and ~~Nutrition~~ nutrition ~~Services~~ services shall be responsible for the ~~school d~~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~~ 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~~ director of ~~Food~~ food and ~~Nutrition~~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~~ Richfield 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/guardian 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.

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- 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~~ 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~~ before and ~~Aftercare~~ 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~~ before and ~~Aftercare~~ aftercare (child~~-~~care) programs run by an outside organization (e.g., YMCA) must meet the ~~district's~~ 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 (school day is defined by the USDA as the period from midnight before, to 30 minutes after the end of the official school day) *.

All competitive foods must comply with the USDA Smart Snacks in School ~~standards~~regulation ~~(See Wellness Attachment)~~, as well as all applicable state standards. The USDA website has a resource guide to Smart Snacks in Schools as well as a Smart Snacks Calculator to help schools identify food items that meet

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Smart Snacks criteria.– Foods *served* as part of the ~~Before~~ before and ~~Aftercare~~ 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 a variety of nutritious options, and organizers may consult ~~substitutions for high sugar and fat content items as evaluated by~~ the director of ~~Food~~ food and ~~Nutrition~~ nutrition ~~Services~~ 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~~ offered, but not sold, 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~~ must follow USDA Smart Snacks in School ~~Guidelines~~ standards (unless ~~this practice is~~different snacks are allowed by a student's individual education plan or behavior intervention plan), and staff will not withhold food or beverages 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

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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, and ~~Supervisory~~ 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.

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III. NUTRITION EDUCATION AND PROMOTION

The Healthy, Hunger-~~-~~Free Kids 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 the 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.

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B. 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, and culturally relevant.~~, and~~ Nutrition promotion 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. ~~S~~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~~ healthy 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~~The nutrition curriculum will specifically 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~~ MyPlate, Dietary Guidelines for Americans, adequate nutrient intake, positive body image and food safety.

IV. ~~OTHER~~FOOD AND BEVERAGE MARKETING IN SCHOOLS

~~A. Marketing~~

School ~~–~~based marketing will be consistent with nutrition education and health promotion. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards. ~~As such, the following guidelines apply:~~

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~~• 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~~

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V. PHYSICAL ACTIVITY

A. Physical Education

All K-12 students will receive physical education. ~~–~~ Physical ~~Education~~ 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)~~semester 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~~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.

1. Physical education classes will count toward graduation and GPA.
2. Waivers, exemptions, or substitutions for physical education classes will not be granted.
3. The school prohibits the use of physical activity and withholding of physical education class and other forms of physical activity as punishment
4. 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
5. The school will provide adequate space/equipment and conform to all safety standards
6. Physical education staff will receive professional development on a yearly basis
7. 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.)

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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~~ District encourages teachers to serve as role models by being physically active alongside the students. ~~The district offers extra and co-curricular activities.~~

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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~~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 d~~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 at each building. The ~~school d~~District will work together with local public works, public safety, and~~/or police departments~~ other community partners ~~in those~~ on Safe Routes to School efforts.

Schools are encouraged to promote and support active transport to schools, including participating in Safe Routes to School programming and activities. Schools are to provide active transportation safety education as required by state law, and bicycle safety education for students in grades 4-12.

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~~ District website and are open to the public.

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

The principal of each school, or a designated school official, will ensure compliance within the school and will report to the superintendent or designee regarding compliance matters upon request.
~~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.~~

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VII. POLICY IMPLEMENTATION AND PUBLICATION

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

The District will post the ~~Wellness~~ wellness ~~Policy~~ policy on its website. Information, including~~—~~ the following annual reporting information, shall be posted on the ~~school d~~District website before the start of the following school year.

VIII. ANNUAL REPORTING

The ~~Superintendent~~ superintendent or designee will annually inform the public about the content and implementation of the ~~Wellness~~ wellness policy and make the ~~Policy~~ 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~~
- A. Triennial assessment findings
- B. Web link ~~of~~ to the ~~Wellness~~ wellness ~~Policy~~policy
- Contact details for committee leadership and information

IX. Triennial Assessment

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

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

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

X. Recordkeeping

The ~~school d~~District will retain records to document compliance with the requirements of the ~~Wellness~~ wellness ~~Policy~~policy.~~–~~ The records to be retained include, but are not limited to:

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- A. The District's written ~~Wellness~~ wellness ~~Policy~~policy

- B. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school ~~Wellness~~ wellness ~~Policy~~ policy and triennial assessment available to the public~~.~~

C. Documentation of the triennial assessment of the local school ~~Wellness~~ wellness ~~Policy~~ policy for each school under the District's jurisdiction

- D. ~~efforts~~ Efforts to review and update the ~~Wellness~~ 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 Health, Safety & 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)

Cross References:
Policy 521: Graduation Requirements
Policy 707: Commission Sales – Vending Machines and School Pictures

~~RATIFIED BY THE BOARD OF EDUCATION~~Dated: May 18, 2015
~~REVIEWED BY THE BOARD OF EDUCATION~~Revised: ~~–~~ May 18, 2015~~,~~; June 12, 2017~~,~~; June 29, 2020

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RICHFIELD PUBLIC SCHOOLS

ADMINISTRATIVE GUIDELINES

WELLNESS - NUTRITION SERVICES OPERATIONS AND MEAL CHARGES

I. PURPOSE

The Administrative Guidelines outlined within this document for Richfield Public Schools 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~~ District provides students with healthy meals with the nutrition they need to stay focused during the school day. We further commit to providing ~~district~~ 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

Richfield Public Schools participates in the Minnesota Free School Meals Program, and therefore, all enrolled students will be offered one breakfast and one lunch at no charge while at school regardless of an outstanding meal balance. Additional entrees and a la carte items are available to students for purchase. ~~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~~ additional entrees and a la carte items 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

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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. Once a student has placed a meal on a tray or otherwise been served a meal, the meal may not be subsequently withdrawn from the student by the cashier or other school official, regardless of the student's meal account balance.

~~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.~~

B. 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.

C. If a parent/guardian chooses to send in one payment that is to be divided between sibling accounts, the parent/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/guardian.

~~C.~~

IV. NOTIFICATION OF LOW OR NEGATIVE ACCOUNT BALANCE

A. The ~~district~~ 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~~ District's automated alert notification system.

B. Parents/guardians will receive a negative balance notification when their student's account has a negative balance, twice per week via the ~~district's~~ District's automated alert notification system. These will be sent using the contact information provided to the District by the legal guardian of the student.

C. Point of Sale Clarifications

Staff will not communicate account balances to students at the point of sale where students receive reimbursable meals, unless the student asks for their meal account balance information or asks if they can purchase a second entree.

~~C.~~ When students request to purchase a second entrée or a la carte item, staff will inform the student of whether they have sufficient funds in their meal account to purchase the second entrée or a la carte item. 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 will use a voice that can be heard only by the

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individual student. Students who do not have sufficient funds in their meal account to purchase the second entrée or a la carte item may pay with cash in hand.

~~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.~~1. ~~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~~~~:~~

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Commented [CQ1]: No difference in these procedures between elementary and secondary students. See below.

~~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.~~ D. 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/guardians should also have online access to transaction details, balances and payments.

~~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.~~

E. 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. Once a student has placed a meal on a tray or otherwise been served a meal, the meal may not be subsequently withdrawn from the student by the cashier or other school official, regardless of the student's meal account balance.

~~3.~~ F. 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 negative balance ~~at of negative~~ $25.00 or below.~~.~~ Families will receive increased communication and follow~~-~~up coordinated through ~~building~~ building-level administration when the account has a negative 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~~ building-level administration, social worker or administrative designee.~~.~~ Administrative coordination with outreach workers will occur for communication with ~~Non-English speaking~~ families who speak a language other than English. Nutrition services staff will not communicate directly with families about account balances.

G. When a meal account ~~is~~ has a negative balance of $50.00 or below, building~~-~~level administration or social workers will contact parents/guardians to discuss the situation and provide additional resources.

H. The District will not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.

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I. The District will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The 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 account balance.

J. The District will not use a debt collections agency for the collection of student meal account debt.

~~4.~~

~~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.~~

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~~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.~~V. 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 d~~District, at the time of enrollment; and,

3. all ~~school d~~District personnel who are responsible for enforcing this policy.

B. The ~~school d~~District will post the policy on the ~~school d~~District's website, in addition to providing the required written notification described above.

Legal References:

Minn. Stat. § 123B.37 (Prohibited Fees)
~~———————~~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*)

Cross References:
Policy 708: Collection of Unpaid Obligations

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

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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.A.**

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 19, 2025

Subject: Facilities and Transportation Employees Collective Bargaining Agreement for Years 2024-2026

(Recommended by superintendent)

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

Background Information

(Prepared by Michelle Axell/Craig Holje)

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

The changes to the agreement include the following:

Base Salary and Benefit Summary

Year 1: July 1, 2024 – June 30, 2025

1. 3.5% base salary schedule increase on Facilities salary schedule
2. 3.5% base salary schedule increase on Bus Driver salary schedule
3. Additional $0.25/hr differential for employees who are not regularly employed as a bus driver who maintain a commercial driver license with school bus endorsement and are available to act as a substitute bus driver
4. Health Insurance
    a. Increase $100/month ($1,400/month) for district contribution toward family
    b. Increase VEBA contribution by $250 annually for all plans
5. Add Juneteenth as a holiday

Year 2: July 1, 2025 – June 30, 2026

1. 3.5% base salary schedule increase on Facilities salary schedule
2. Market adjustment on facilities salary schedule for classifications:
    a. V – additional $1.50/hr
    b. VI - additional $2.00/hr
    c. VII - additional $2.50/hr
3. 3.5% base salary schedule increase on Bus Driver salary schedule
4. Market adjustment drivers/CDL license – additional $0.25/hr
5. Increase in licensure pay
    a. Boiler Licenses for positions required to have a Second Class Boiler License or above

i. Chief – additional $0.65/hr
ii. First Class – additional $0.50/hr
iii. Second Class – additional $0.40/hr

b. Boiler license for all other positions
i. Any license Second Class or above – additional $0.15/hour

c. Add Certified Pool Operator -$0.35/hr

6. Increase longevity steps by $0.10/hr after 10 years of service, by $0.15/hr after 15 years of service and $0.20/hr after 20 years of service

7. One-Time Stipend Service Credit (hired January February, March, April, May, or June):
   a. $75 Part-Time Bus Drivers
   b. $130 all other employees
8. Increase uniform allowance by $25
9. Add $125 annual footwear allowance
10. Health Insurance
    a. Increase $200/month ($1,600/month) for district contribution toward family

Language Items

1. Add classification for Lead Custodian Central position
2. Add and adjust language to align with new Minnesota statute provision for public employment
3. Align service credit to be effective July 1 of each year for employees
4. Align sick leave benefits with Minnesota statute provision for ESST-qualifying reasons
5. Align PTO benefits for bus drivers with Minnesota statute provision for ESST-qualifying reasons
6. Increase in probationary period from 90 to 120 workdays
7. Adjust language for emergency closing to specify closed because of a weather emergency involving safety complications due to snow or ice
8. Provide clarifying language to new positions or vacancy postings
9. Add discipline language
10. Change time limits in grievance section

Attached

Facilities & Transportation Collective Bargaining Agreement 2024-2026 - redlined

RICHFIELD PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT NO. 280

SALARY SCHEDULE, FRINGE BENEFITS
AND WORKING CONDITIONS FOR

FACILITIES AND TRANSPORTATION EMPLOYEES

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

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

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Be it resolved by the Board of Education of Independent School District No. 280:
The following articles constitute the terms of employment of head custodians, night lead custodians, specialists, garage supervisor, mechanic, groundskeeper, part-time bus drivers, building cleaners, laundry workers, dispatcher, and bus driver/building cleaners of the District for the period of July 1, ~~2022~~ 2024 through June 30, ~~2024~~ 2026 in compliance with the Public Employment Labor Relations Act of 1971, and as amended, hereinafter referred to as the Public Employment Labor Relations Act.

ARTICLE I.

UNION MEMBERSHIP

RECOGNITION OF EXCLUSIVE REPRESENTATIVE:

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

NEW EMPLOYEE INFORMATION:

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

NEW EMPLOYEE UNION MEETING:

The Union shall be allowed to meet with newly hired employees for up to thirty (30) minutes at new employee orientations or, if there are no new employee orientations, within the first thirty (30) calendar days from the date of hire. The union/employee meeting will be held at a mutually agreed upon time between the Union and District and the new employee will be eligible to be paid for this time.

REQUEST FOR DUES CHECK OFF AND POLITICAL ACTION FUND CONTRIBUTION:~~:~~

Pursuant to PELRA, the exclusive representative shall be allowed dues check off and political action fund contribution. ~~-~~Upon receipt ~~by the Human Resources Office of a properly executed authorization by the employee~~, of notice from the Exclusive Representative that it has received an employee's authorization for the deduction of dues and / or political action fund contribution, the School District will deduct from the employee's paycheck the dues and / or political action fund contributions that the employee has agreed to pay to the exclusive representative in equal installments. The dues deduction authorization remains in effect until the District receives notice from the Exclusive Representative that an employee has changed or canceled their authorization.

The Union agrees to indemnify and hold harmless the School District and its agents, officers and employees against any and all claims, suits, orders or judgment brought or issued against the School District as a result of a request of the Union under the provisions of this Article.

ARTICLE II.

Salary schedule placement for new employees may be authorized at the time of hiring by the Director of Human Resources or designee up to and including the step five (5) on the salary schedule to give credit for related experiences. Placement at the third step or higher will require communication with the union steward.

Employees from within the unit who transfer from part-time to full-time status will receive credit on a pro-rata basis for their prior part-time bargaining unit experience, which occurred immediately prior to their transfer. For every 2080 hours worked an employee will receive one (1) year of service credit.

Section 1. SALARY SCHEDULE:

2024-2025

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
BC / LW	$19.92	$20.96	$21.99	X	X	X
I	$22.22	$23.41	$24.62	$25.76	$26.92	$27.08
II	$23.24	$24.43	$25.63	$26.78	$27.92	$28.09
III	$23.49	$24.68	$25.89	$27.03	$28.18	$28.35
IV	$23.95	$25.14	$26.33	$27.49	$28.63	$28.79
V	$24.59	$25.79	$26.99	$28.14	$29.28	$29.45
VI	$25.10	$26.30	$27.50	$28.65	$29.80	$29.96
VII	$26.88	$28.09	$29.28	$30.44	$31.58	$32.00

2025-2026

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6

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BC / LW	$20.62	$21.69	$22.76	X	X	X
I	$23.00	$24.23	$25.48	$26.66	$27.86	$28.02
II	$24.05	$25.28	$26.52	$27.71	$28.90	$29.07
III	$24.32	$25.55	$26.79	$27.98	$29.17	$29.34
IV	$24.79	$26.02	$27.25	$28.45	$29.63	$29.80
V	$26.95	$28.19	$29.44	$30.63	$31.80	$31.98
VI	$27.98	$29.22	$30.46	$31.65	$32.84	$33.01
VII	$30.32	$31.57	$32.80	$34.00	$35.18	$35.62

~~2022-2023~~

~~Classification~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~
~~BC/LW~~	~~$18.25~~	~~19.25~~	~~20.25~~	~~X~~	~~X~~	~~X~~
~~I~~	~~$20.47~~	~~$21.62~~	~~$22.79~~	~~$23.89~~	~~$25.01~~	~~$25.16~~
~~II~~	~~$21.45~~	~~$22.60~~	~~$23.76~~	~~$24.87~~	~~$25.98~~	~~$26.14~~
~~III~~	~~$21.70~~	~~$22.85~~	~~$24.01~~	~~$25.12~~	~~$26.23~~	~~$26.39~~
~~IV~~	~~$22.14~~	~~$23.29~~	~~$24.44~~	~~$25.56~~	~~$26.66~~	~~$26.82~~
~~V~~	~~$22.66~~	~~$23.82~~	~~$24.98~~	~~$26.09~~	~~$27.19~~	~~$27.35~~
~~VI~~	~~$23.15~~	~~$24.31~~	~~$25.47~~	~~$26.58~~	~~$27.69~~	~~$27.85~~
~~VII~~	~~$24.87~~	~~$26.04~~	~~$27.19~~	~~$28.31~~	~~$29.41~~	~~$29.82~~

~~2023-2024~~

~~Classification~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~
~~BC/LW~~	~~$19.25~~	~~$20.25~~	~~$21.25~~	~~X~~	~~X~~	~~X~~
~~I~~	~~$21.47~~	~~$22.62~~	~~$23.79~~	~~$24.89~~	~~$26.01~~	~~$26.16~~
~~II~~	~~$22.45~~	~~$23.60~~	~~$24.76~~	~~$25.87~~	~~$26.98~~	~~$27.14~~
~~III~~	~~$22.70~~	~~$23.85~~	~~$25.01~~	~~$26.12~~	~~$27.23~~	~~$27.39~~
~~IV~~	~~$23.14~~	~~$24.29~~	~~$25.44~~	~~$26.56~~	~~$27.66~~	~~$27.82~~
~~V~~	~~$23.76~~	~~$24.92~~	~~$26.08~~	~~$27.19~~	~~$28.29~~	~~$28.45~~
~~VI~~	~~$24.25~~	~~$25.41~~	~~$26.57~~	~~$27.68~~	~~$28.79~~	~~$28.95~~
~~VII~~	~~$25.97~~	~~$27.14~~	~~$28.29~~	~~$29.41~~	~~$30.51~~	~~$30.92~~

Pay Upon Promotion: An employee who promotes into a higher paid classification will be placed at the step in the new classification that results in a wage increase.

Classifications	Position Title
BC/LW	~~———~~Building Cleaner, Laundry Worker
I	Base Custodian, Mailperson
II	Truck Driver, Maintenance A, Asst. Transp. Coord.

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	~~Groundskeeper, Night Lead Custodian STEM & Middle School Painter (hired after 7/1/16)~~, Lead Custodian Central
III	Painter (hired before 7/1/16)
IV	Night Lead Custodian High School, ~~-~~ Warehouse
V	Engineer, ~~-~~ Maintenance Mechanic, Garage Mechanic, Head Custodian Elementary
VI	~~Transp. Coord., -~~ Head Custodian STEM and Middle ~~-~~School~~,~~
VII	Head Custodian Senior High, District Engineer, Garage Supervisor

Driver Trainer Stipend: An individual who is in a trainer position – i.e. providing training to a newly hired bus driver – will receive a differential of $1.00 per hour while performing duties as a trainer.

Section 2. Longevity Pay: Employees shall receive additional compensation over and above their hourly base rate as listed below.

	2024-2025	2025-2026
After ten (10) years of continuous service in the unit	$.20	$.30
After fifteen (15) years of continuous service in the unit	$.30	$.45
After twenty (20) years of continuous service in the unit	$.40	$.60

~~2020-2021 After ten (10) years of continuous service in the unit$.20~~

Service Credit:
Effective July 1, 2025, step increases and longevity advancements will be effective July 1 of each year for employees hired prior to January 1 of that calendar year.

Employees whose most recent date of hire within the unit is prior to July 1, 2025, and was in the months of January, February, March, April, May, or June shall be given a one-time payment of $75 for part-time bus drivers and $130 for all other employees on their first paycheck of the 2025-2026 contract year.

~~After twenty (20) years of continuous service in the unit $.25~~

~~2021-2022 After ten (10) years of continuous service in the unit$.20~~
~~After fifteen (15) years of continuous service in the unit $.30~~
~~After twenty (20) years of continuous service in the unit $.40~~

Section 3. Differential Pay
Driving Assignments: Building Cleaners will be paid at the bus driver rate as identified in Article XIII, Section 3 for actual hours assigned for school bus driving duties.

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Night Shift Differential: Building Cleaners who work full-time and start assigned scheduled work at or after 1 p.m. and finish before 7 a.m. will receive $.20 over and above their base hourly rate of pay for actual hours worked.

Temporary Assignments: Building Cleaners who are assigned by the Director of Facilities to one of the following positions for more than one day will receive the additional amount for the hours worked in the assigned position.

		Night Lead Senior High	$.50
Night Lead Middle & STEM	$.50		
Truck Driver, Mail, Grounds	$.50		

A Building Cleaner who is assigned to the following position will receive the additional amount for the hours worked in the months from September through May.

Senior High Production Kitchen	$.25

Head Building Cleaner at Central will be paid a differential of $1.53 additional per hour if qualified per the job description.

The monetary differential paid to the Head Custodian is in consideration for the leadership, responsibility, and extra time consumed in the fulfillment of the job.

Section 4. Holiday Pay:

An employee working holidays will receive the regular daily pay plus time and one-half for said days, when and if this time is not contained in the normal 40-hour work week.

Section 5. Licensure Pay

Employees who are required by the District to have a boiler license issued or a Certified Pool Operator license issued by the ~~state Division of Boiler Inspection~~State of Minnesota will be reimbursed for renewal of the license. The School District will pay the following rate per hour over basic schedule for holding the boiler license and/or Certified Pool Operator license:

Effective July 1, 2024 – June 30, 2025:

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Chief, required for job	$.35	Not required	$.10
1st Class, required for job	$.25	Not required	$.10
2nd Class, required for job	$.10	Not required	$.10

Effective July 1, 2025:

Boiler Licenses for positions required to have a Second Class Boiler License or above:	
Chief	$1.00
First Class	$.75
Second Class	$.50
Boiler License for all other positions:	
Any license Second Class or above	$.25
Other licenses (when required or approved by the Director of Facilities)	
Pool Operator	$.35

~~Chief, required for job $.35 not required $.10~~
~~1st Class, required for job $.25 not required $.10~~
~~2nd Class, required for job $.10 not required $.10~~

Section 6 Uniforms and Footwear.
The employee will be required to adhere to uniform guidelines during assigned work hours unless an exception has been approved by the Director of Facilities & Transportation. Employees will have the opportunity to select the clothing of their choice with the maximum value of $~~200~~ 225 per employee from a district-supplied system as long as a minimum basic uniform inventory of shirts and pants is maintained. The purchase of prescribed uniforms will be through one group order identified by the District.

The District will reimburse a Facilities employee who are required to wear appropriate footwear, as determined by the District, shall be reimbursed up to a maximum value of $125 annually for the purchase of pre-approved work related safety footwear. Employees who are reimbursed for work related safety footwear will need to routinely wear the safety shoes or boots as part of the job expectations.

Section 7 Pay Dates
All employees covered by this Master Agreement will be paid twice a month on the 5th and 20th of each month. Payroll information will be communicated via an electronic, web-based system.

Section 8 Retention Pay:

All regular employees in the bargaining unit who remain on payroll and who fulfill their assigned duties during the entire regularly assigned work year (July 1 to June 30) will receive $.05 per hour over and above their base hourly rate of pay for all regularly assigned hours of work. ~~–~~Payment will be made on July 20th of each year. Employees who retire during the school year will receive a pro-rated amount. Any employees taking more than ten (10) unpaid leave days during a single school year for reasons other than a qualifying leave will not qualify for retention pay for the school year.

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Section 9 Commercial Drivers License – Bus Driver Differential:

An employee who is not regularly employed as a Bus Driver shall receive an hourly CDL differential of $~~0.75~~1.00 per hour for all regularly assigned hours if the employee possesses a CDL and is available to act as a substitute bus driver during the employee's regularly scheduled hours of work. The Director of Facilities and Transportation in collaboration with the Director of Human Resources and union steward will determine on an annual basis which positions are eligible for the CDL differential. The CDL differential will be paid on the second payroll in July based on the regularly assigned hours for the eligible employee from the previous fiscal year.

ARTICLE III.

PROBATION PERIODS:

All new employees shall work a probationary period, which shall consist of ~~ninety (90)~~ one hundred and twenty (120) workdays of continuous service. A new employee shall not be considered a permanent employee until having successfully served this ~~ninety (90)~~one hundred and twenty (120) workday probation period. The probationary period may be extended up to an additional ninety (90) days upon mutual agreement between the union steward and the District.

Employees switching classifications within the contract will also serve a ninety (90) workday probationary period. An employee shall not be considered a permanent employee in this new position until having successfully served this probation period. In the event an employee who has switched classifications does not successfully complete the probationary period, they will be offered the next available position up to their previous classification. Classifications for purposes of this Article are defined as Specialists, Bus Drivers, Building Cleaners (or Bus Driver/Building Cleaner), and Laundry Workers.

RESIGNATION OR SEPARATION OF EMPLOYMENT :

An employee wishing to terminate employment shall give two weeks' notice when possible. An employee who fails to provide two weeks notice shall forfeit any accrued vacation time payout.

NOTICE OF LAYOFF:

An employee is to have two weeks' notice in case of layoff.

ARTICLE IV.

GENERAL EMPLOYEE INFORMATION

HOURS OF WORK:

Section 1. Work Week

The full time employees shall work a 40-hour week--five consecutive eight-hour days. The hours of the days and the days of the week, which the employees are to work, are to be scheduled by the head custodian and the administration.

Section 2. Overtime and Compensatory Time

All work in excess of forty (40) hours per week shall be paid for at the rate of time and one-half. A paid holiday or vacation day shall be the only non-work days with compensation considered for purposes of computing overtime compensation and compensatory time.

Upon mutual agreement between the supervisor and employee, compensatory time may be assigned in lieu of overtime pay. An employee may not accumulate more than forty hours of compensatory time. Compensatory time must be used within the same fiscal year (July 1 to June 30) in which it is earned. Any compensatory time that remains unused on June 30 will be paid out at the rate of time and one-half. The employee is responsible for keeping track and properly reporting all hours and time related to work.

Compensatory time is distinct from flex time. Flex time is those instances in which an employee's work schedule is adjusted between work days (e.g. working longer than scheduled on one day, but less than scheduled on another day) but the employee does not meet the forty-hour threshold for overtime pay/compensatory time.

Requests to utilize compensatory time will be reviewed by the Director of Facilities and Transportation and the number of employees absent from any one building or work area, on any given day, may be limited based on the needs as determined by the Director. An employee may appeal a request to the Director of Human Resources.

Section 3. Call Back

If called back to work for unanticipated circumstances, a minimum of two hour's pay will be allowed at the same time and one-half rate.

Section 4 Emergency Closings

a) ~~On~~ The provisions of this Section, unless they say otherwise, will only apply for employees who are directed to report to work in person at a District facility when all school district facilities are closed because of a weather emergency involving safety complications due to snow or ice. Employees who are directed to stay home, directed or allowed to leave early, or unable to report to work in person due to weather conditions will receive no benefit from this Section other than suffering no loss of pay.~~days when all schools are officially closed by the Superintendent or designee, employees directed to stay home will suffer no loss of pay.~~

b) The District may reassign affected employees during the closing.

c) Employees who are ~~required~~ directed to report work in person or who are already working ~~when schools are closed,~~during the closure of the school district facilities identified in item a of this Section will be paid regular rates, and will be granted an equivalent amount of vacation. In lieu of vacation, ~~transportation employees required~~Part-time bus drivers directed to report to work will receive an equivalent amount of compensation.

d) In the event of a lost contract day due to emergency closing, the district may schedule a make-up day when the employee will be expected to work his/her regular duties. Employees who are released from work on the emergency closing day, but required to work the make-up day will only receive compensation for the make-up day.

e) In the event an employee has a prior commitment on a make-up day, previously scheduled as a non-duty day, the employee will be permitted to a vacation day, a personal leave day, if available, or take the day as an unpaid day. In the event the employee has extenuating circumstances and no remaining vacation or personal leave days, the employee may request an additional personal leave day to be allocated from accrued sick leave. Final approval for use of personal leave days and unpaid days will be at the discretion of the Director of Human Resources.

~~e)~~f) On days where school is cancelled or school district facilities are closed that do not meet the requirements of Item a of this Section, employees who are unable to report to work (e.g., because of extreme cold) will be allowed to take vacation or personal leave or work with their supervisor to flex their schedule within that week to make up their missed time.

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Section 5. Physical Examinations:

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

Section 6. Employee Personnel File:

Upon written or verbal request of an employee, the School District shall permit the employee to review his or her own personnel file within seven (7) working days after receipt of the request. The employee shall be permitted to attach a statement to any evaluation or discipline with which the employee disagrees. The School District shall provide a copy of documents within the personnel file upon an employee's request and without charge to the employee.

ARTICLE V.

LEAVES

Section 1. Sick Leave

(a) Sick leave allowance of twelve (12) days per year, accumulative, shall be allowed for twelve (12) month employees. Sick leave allowance of ten (10) days per year, accumulative, shall be allowed for ten (10 month) employees. Employees earn sick leave at a rate equal to our more generous than the earned sick and safe time (ESST) law requires and thus, their accrual of sick leave satisfies the District's obligation to provide them with ESST leave. Sick leave may not be used in advance of earning it.

(b) Employees who work less than the full school year shall receive sick leave on a ~~p pro-ratabasis~~pro-rata basis.

(c) E~~An e~~mployees may use sick leave for any ESST-qualifying reason outlined in Minnesota Statutes section 181.9447, as amended.~~mployee may use one (1) day of accumulated sick leave for each day of illness of the Employee's child who is less than eighteen (18) years old, or up to 20 years old and attending a secondary school due to an illness of or injury to the child for such~~

~~reasonable periods as the employee's attendance with the child may be necessary~~.

~~(d) An employee who has been employed by the district for the most recent 12 month period and holds a .5 full time equivalency or greater position may use up to twenty (20) days of accumulated sick leave during the school year as is medically necessary to care for an ill spouse, parent, step-parent, parent-in-law, adult child, sibling, grandchild, or grandparent.~~

~~(e) An employee who has not been employed by the district for the most recent 12 month period and/or who does not hold a .5 FTE, or greater position, may use up to five (5) days in any one year of earned sick leave for illness in the immediate family. The immediate family shall include wife, husband, child, brother, sister, parent, guardian or parents-in-law. These days will be deducted from available personal leave in Section 2.~~

Section 2. Personal Leave

Up to ~~six (6)~~ three (3) days for 12 month employees and up to ~~five (5)~~two (2) days for 10 month employees~~-~~ in any one year of earned sick leave may be used for:

~~(a) Death of a friend or relative.~~

~~(b) Personal leave shall be granted for an appearance in court as a witness or in cases of legal action where it is mandatory that the employee be present.~~

~~(c) One (1) day of earned sick leave may be used for personal emergency or calamity. Weather conditions may constitute a calamity or emergency. Leaves for other reasons may be granted by the Human Resources office and will result in a day's full deduction in salary.~~

~~(d)~~(a) ~~Each employee may be granted two (2) personal leave days per year to handle important~~Important personal matters that cannot be taken care of in a regular day. ~~Such leave must be requested in writing and have advance approval by the Human Resources office.~~ The specific reason(s) for the leave need not be listed if the leave request is of a personal or private nature and may be waived following a consultation with the Human Resources office. Business ventures will not be considered as important personal matters. After the annual allocation identified above is used, ~~full deduction shall be made.~~additional personal leave days will be unpaid.

Section 3. Notice for Use of Sick Leave or Personal Leave

If the need for use of sick leave is foreseeable, an employee must provide notification at least seven days in advance using established reporting

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procedures of the intent to use sick leave. If an employee's need for use of sick leave is unforeseeable, an employee must report their absence using established reporting procedures as soon as practicable.

Requests for personal leave must be made in writing and have advance approval by the Human Resources office and/or the Director of Facilities and Transportation at least two (2) work days in advance.

An employee is responsible for providing notification regarding which leave they are taking – sick leave or personal leave.

Section 4. Documentation of Use of Sick leave or Personal Leave

The District may require employees to provide reasonable documentation as outlined in Minnesota Statutes section 181.9447, as amended, indicating that the sick leave or personal leave is being used for an ESST-qualifying reason, The final determination as to the eligibility of an employee for sick leave or personal leave is reserved for the District. If documentation is required, the employee will be so advised.

~~Section 3. Medical Certification~~

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

Section ~~5~~4. Jury Duty

Employees shall be granted the additional amount to make up full pay if required to serve on Jury Duty.

Section ~~5~~6. Leave of Absence

An employee granted a leave of absence shall suffer no loss of seniority or job rights.

To comply with the requirements of the PERA, any employee covered by this contract wherein the accumulated sick leave is entirely used, and said staff member is not able to return to their normal duties because of illness,

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the Board of Education will pass a resolution granting a temporary leave of absence and will notify the office of the PERA of this action.

Employees on leave without pay and who are without accrued sick leave or accrued vacation, will be assessed on a payroll deduction basis, for the cost of fringe benefits at a rate of $21.00 per day. Bus Drivers on District paid insurance who are absent greater than 10 days in a school year will be assessed $21.00 per day.

ARTICLE VI.

VACATIONS:

Section 1. July 1st shall be the anniversary for determining vacation accrual.

Section 2. Twelve (12) Month Employees

(a) New employees will be granted a prorated number of vacation days through June 30th, during the first year of employment, based on a two-week period.
(b) 10 days will be granted after having completed one full year beginning July 1st.
(c) 13 days after five years
(d) 14 days after six years
(e) 15 days after seven years
(f) 16 days after eight years
(g) 16 days after nine years
(h) 17 days after ten years
(i) 17 days after eleven years
(j) 18 days after twelve years
(k) 19 says after thirteen years
(l) 20 days after fourteen years
(m) 21 days after fifteen years and beyond

Section 3. Ten (10) Month Employees

(a) New employees will be granted a prorated number of vacation days through June 30th, during the first year of employment, based on a two-week period.
(b) 8 days will be granted after having completed one full year beginning July 1st.
(c) 10 days after five years
(d) 11 days after six years
(e) 12 days after seven years
(f) 13 days after eight years
(g) 13 days after nine years
(h) 14 days after ten years
(i) 14 days after eleven years

(j) 15 days after twelve years
(k) 15 says after thirteen years
(l) 16 days after fourteen years and beyond
(m) Those employed for a ten-month position shall take five of their vacation days during the Winter and Spring breaks and the remainder before the termination of their year's work.

Section 4. Vacation requests will be reviewed by the Director of Facilities and Transportation and the number of employees absent from any one (1) building or work area, on any given day, may be limited based on the needs as determined by the Director. An employee may appeal denial of a request to the Director of Human Resources.

Section 5. An employee resigning from the system shall receive earned vacation on a prorated basis to the date of termination provided that two weeks written notice is given to the employer.

Section 6. An employee retiring during the interim for reasons of disability or normal retirement shall be entitled to a prorated earned vacation.

Section 7. Vacation may not be used in advance of earning it.

Section 8. Vacation days may accrue to a maximum of 30 days, otherwise they will be forfeited. Employees will be given a 30 calendar days written notice before they will forfeit days pursuant to this provision.

ARTICLE VII.

HOLIDAYS:

There shall be ~~twelve~~ thirteen paid holidays for twelve month employees. Ten month employees will be paid for the holidays which fall within their normal work calendar. The following ~~twelve~~ thirteen are designated holidays:

Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Two Winter Break Holidays, Two New Year's Holidays, Martin Luther King Jr.'s Day, President's Day, One Spring Holiday ~~and~~ , Memorial Day, and Juneteenth.

In the event that any of the above referenced holidays fall on a regularly scheduled work day, consistent with the school calendar, an alternative day will be designated by the employer.

ARTICLE VIII.

SENIORITY:

The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees, and in consideration of advancement or promotion (if the employee is qualified). Seniority date will be based on the original date of employment within the employee's classification. Employees with continuous service hired into a higher classification will receive a new seniority date in the new classification while retaining their prior seniority date in the previous classification. Seniority lists among classifications will not be co-mingled. Employees with the least continuous service shall be laid off first. If any opening subsequently occurs, the laid-off employee with the most continuous service shall be recalled first. Former employees will be allowed two weeks to return to work after recall. If a former employee elects not to return to work when recalled, that person's seniority rights shall be lost. Employee seniority rights will terminate after two years of layoff.

Seniority of the building cleaners, bus driver/building clearners and other full time employees shall not be co-mingled. Layoffs of building cleaners and bus driver/building cleaners shall be based on seniority within the building cleaner and bus driver/building cleaner classifications. Last hired shall be the first laid off. If any opening subsequently occurs, the laid off employee with the most continuous service shall be recalled first. In the event a building cleaner or bus driver/building cleaner is promoted to another position, seniority and credit for step advancement will begin on the first day of employment in the new position. Employee seniority rights will be terminated after two years of layoff.

In the event a building cleaner or bus driver/building cleaner is promoted to another classification covered by this contract and is laid off, the building cleaner or bus driver/building cleaner shall retain all seniority accrued as a building cleaner for the purpose of displacement rights on the building cleaner seniority list.

ARTICLE IX.

VACANCIES:

New positions or vacancies will be posted on the district website for a period of a minimum of five (5) working days. The posting shall include the hours for that position. The District will make a good faith effort to post the position within ten (10) working days subject to a review of the position and determination that the position will be replaced.

The leading candidates whose background and abilities best meet the requirements of the posted position will be called in for an interview by the Director of Facilities and Transportation or designee. The Union Steward shall be included in interviews where the Director of Facilities and Transportation deems it appropriate.

The Director of Facilities and Transportation, utilizing the various data which have been made available, will recommend the leading candidate to the Superintendent of Schools.

A copy of the letter to the candidate(s) selected for the position shall be sent to the appropriate supervisor and the appropriate steward.

Any internal applicant not granted a position has the right to request through the union steward the reasoning behind the administration's decision with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job posting.

ARTICLE X.

BENEFITS

Section 1. Eligibility

(a) An employee must be assigned to work more than 14 hours per week and complete 30 calendar days of employment in order to be eligible to enroll in the District's fringe benefit programs. The employee will be eligible for benefits on the 1st of the month following the completion of the 30 days referred to above.

(b) An employee must pay the employee's portion of premium for medical/dental coverage one (1) month in advance, if the employee's earnings are not sufficient to cover any monthly premium amount which exceeds the District's maximum contribution.

~~(c)~~ Part-time employees working more than 14 hours per week but less than 40 hours per week shall be eligible for medical and dental benefits. The monthly district contribution will be provided according to the number of hours assigned of the 40 hour week. If the premium for the medical plan selected is less than the maximum district contribution specified in Section 2., then the monthly premium will be prorated according to the number of hours assigned of the 40 hours week.

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Section 2. Medical Benefits

(a) The School District shall provide a program of single and dependent hospitalization-major medical benefits. The District will select the insurance carrier and policy after considering the recommendations of the Medical and Dental Benefits Committee. Any modifications to the

deductible amounts and plan options during the term of the contract may be agreed upon via a Memorandum of Agreement between SEIU 284 and the District.

(b) Participation in the School District insurance program is voluntary on the part of the employee. No additional compensation will be made to those who choose not to accept any or all portions of the program.

(c) The District shall offer at least one deductible medical benefit plan coupled with a VEBA Trust~~—~~. ~~-~~Each employee who chooses to enroll in a deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the deductible/VEBA plan offered by the District:

1. Single Coverage: ~~-~~The District shall pay the full cost of the single premium for the deductible plan. For information purposes only, this is the plan identified as Plan A during the ~~2022—2023~~2024-2025 school year. ~~—~~In addition, the District will make a $~~1,000~~1,250 annual contribution, paid on a semi-annual basis, to the employee's VEBA account.

2. Dependent Coverage: ~~-~~Effective July 1, 202~~42—~~, the District shall pay $~~1,280.00~~1,400 per month toward the cost of the dependent premium for the deductible plan. ~~-~~Effective July 1, ~~2023~~2025, the District shall pay $~~1,300~~1,600 per month toward the cost of the dependent premium for the deductible plan. In addition, the District will make a $1,500~~—250~~ annual contribution, paid on a ~~—~~semi-annual basis, to the employee's VEBA account.

3. The employer will contribute up to $6.00 per month to the VEBA trust for administrative fees for all individuals employed by the District and covered by this master agreement at the time the administrative fee is due. Individuals not employed at the time of the administrative fee charge will have the fee deducted from the VEBA account.

(d) Each employee enrolled in the program shall contribute any premium amount which exceeds the District maximum contribution. Enrollment in the program shall be on an annual basis.

(e) An employee who retires with at least 15 continuous years of service in Richfield and who is at least age fifty-five (55) may continue to participate in the District Hospitalization-Major Medical program. An employee who retires will also be allowed to continue in the District Dental program. For employees hired prior to January 1, 2011, the District contribution for retired employees participating in Hospitalization-Major Medical and

Dental programs will be adjusted so that it is the same for retired employees as it is for active employees. Any additional premium cost must be paid by the retiree and will be increased annually. This provision shall apply until the individual becomes eligible for another employers, or any other health plan, or according to the following schedule, whichever comes first.

Completion of 15 years in Richfield	48 months
Completion of 20 years in Richfield	60 months
Completion of 25 years in Richfield	72 months
Completion of 30 years in Richfield	120 months

(f) For Facilities and Transportation personnel hired after December 31, 2010 the District will contribute toward a post-employment Health Reimbursement Account (HRA) established for the individual with a third party administrator identified by the District. Funds will accrue in the individual's account and become available to the employee at time of separation from the District. The District will make contributions to the account as follows:

1. $2,500 at the completion of 10 years in the District; and

2. $250 at the completion of each additional year of experience in the District.

3. The amounts above in 1. and 2. will be prorated based on the employee's FTE for the period covered.

4. The District makes no representations or guarantees regarding the tax qualified status of any Health Care Savings Plan selected.

Section 3. Income Protection

(a) The School District shall make available to all full time employees a Long-Term Disability (LTD) insurance program. Benefits shall begin after the seventy-eighth (78th) calendar day of total disability. Acceptance of this provision is voluntary on the part of the employee but no additional compensation will be made to those who choose not to accept coverage.

(b) The district will pay the cost of the Long-Term Disability (LTD) insurance to a maximum of three hundred ninety two ($392) dollars effective July 1, 2008. The employee will pay the balance.

(c) The District will continue to pay the district contribution toward the premium amounts for medical and dental insurance coverage for a period

of twenty-four (24) months from the date of disability for those individuals on long term disability who were participating in those programs at the time of their disability. After the twenty-fourth month on long term disability, the district contribution toward the health insurance premium shall equal the cost of the single premium for the high deductible plan for medical insurance and premium for dental insurance. Contributions toward these insurances will continue until the individual becomes eligible for Medicare or Medicaid benefits.

(d) A disabled employee shall retain job rights for a maximum of two (2) years from the date of disability if the employee continues to be disabled. The disabled employee will be obligated to inform the District, on a form sent to the employee each year by the District, of the employees desire to retain job rights as provided herein.

Section 4. Dental Insurance

The School District will purchase dental insurance for all full time custodial employees and their dependents. The District shall contribute to a maximum of $59.00 effective July 1, 2022 for a plan based on a composite bid quotation. If the composite cost exceeds the District contribution, the excess amount shall be prorated on a monthly basis among the employees with dependent coverage.

Section 5. Life Insurance

Full time employees will receive one times their salary to the nearest $500 in term life insurance.

Section 6. Tax Shelter Annuities

(a) All personnel may participate in the Tax Sheltered Annuities program. Bus drivers may participate with contributions and matching based on the employee's regularly scheduled hours.

(b) All employees who wish to enter the Tax Sheltered Annuity program for the first time, on a non-matching basis, must complete the District and company forms provided for this purpose and must submit the District forms to the Human Resources office. Entry into the program may occur at any time. The District Tax Sheltered Annuity Form must be completed and returned to the Human Resources office at least thirty (30) days before the payroll date on which tax deduction is to begin.

(c) An employee who has filed the District Tax Sheltered Annuity program form shall have that program automatically continue for the identified dollar or percentage amounts as indicated on the form until changed or

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

(d) The District will contribute on a matching basis up to 1% of salary for employees beginning after five (5) years of employment and up to 2% of salary upon completion of eight (8) years of employment. Initial entry or re-entry into the District matching program shall occur on September 1 or January 1 of each year provided the District Tax Sheltered Annuity form is submitted to the Human Resources office 30 days in advance.

ARTICLE XI.

RETIREMENT:

Section 1. Incentives for Retirement

(a) An individual who has at least ten years of credited experience in the Richfield Public Schools and who is at least age fifty-five (55) shall receive severance pay upon resignation. The amount of severance pay shall be based on the individual's accrued sick leave. Accrued sick leave shall mean the number of days the individual has accumulated at the effective date of retirement. The individual's severance pay shall be the sum of the applicable amounts determined by the provisions of both Subdivisions (b) and (c).

Severance pay is considered earned only after the employee completes active employment through the Board approved retirement date.

(b) The individual shall multiply accumulated sick leave by the appropriate percentage indicated below. The product of this multiplication shall then be multiplied by ninety-five ($95.00) dollars for the years 2022 -2023 and 2023 -2024 to determine the severance pay for this Subdivision. In no case, however, shall the benefit from this Subdivision exceed twelve thousand ($12,000) dollars.

90% of accrued sick leave

(c) An individual who has at least fifteen (15) years of credited experience in the Richfield School District shall be paid the following amount based upon the definition in Subdivision (a).

$4,500

(d) The above benefit will be prorated for part-time employees in relationship to the number of hours worked, for example:

eight hour personnel	8/8
seven hour personnel	7/8
six hour personnel	3/4 etc.

(e) The individual shall receive the amount of severance pay within thirty (30) days of the last date of employment by the District.

The full amount of severance pay a retiring employee is eligible to receive herein shall be contributed into a 403b supplemental retirement account established by the employee, exclusively for the purpose of receiving such payment (the "severance 403b"). Such a contribution shall be consistent with the applicable IRS rules on annual additions to tax-deferred accounts. The employee will not receive any direct payment from the school district for severance pay.

If an individual dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lack of same, to the deceased's estate.

(f) The provisions of the Richfield Public School Incentive for Retirement shall apply to resignations for retirement for 2020-2021 and 2021-2022.

ARTICLE XII.

DISCIPLINE:

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Section 1: Just Cause

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

Section 2: Advance Notice of Anticipated Action

Before an employee within the unit is disciplined, beyond verbal notification, they are entitled to advance notice of the anticipated action. Notice can be either oral or written and should include the following:

Explanation of concerns;
Explanation of evidence supporting such concerns; and
Opportunity for the employee within the unit to present their side of the story or defense.

Section 3: Discipline Levels

The Employer recognizes the need for progressing through a series of levels. Normally the Employer will utilize the levels for discipline in the order listed below, but the

specific level chosen is within the discretion of the superintendent or a designee. Circumstances surrounding each individual case will affect the level chosen.

Levels of Discipline:
Written Reprimand.
Suspension without pay.
Termination.

Section 4: Miscellaneous

An employee within the unit will be informed of the right to have a Union representative present at each level of discipline.

An employee within the unit may grieve any level of discipline through the procedures of Article XIV (Grievance Procedure).

Employees who are to be terminated shall be notified in writing of such action together with a statement of the reason(s) for the discharge.

Termination during the probation period shall not be grievable.

Employees within the unit may be suspended with pay during investigations. It is understood that suspension with pay does not constitute discipline.

ARTICLE XIII.

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GRIEVANCE PROCEDURE:

Section 1. Definition:

A grievance shall mean a written complaint by an employee, group of employees, or the union that there has been a violation, misinterpretation, or misapplication of this agreement.

Section 2. Timeliness:

Within fifteen (15) working days following knowledge of the act or condition which is the basis of the complaint, the grievant may file a grievance beginning at Step 1 and proceeding through each succeeding step until the grievance has been resolved. Except by mutual agreement, failure by the employer at any step to communicate a decision within the specified time limit shall permit the grievant to proceed to the next step; likewise, failure by the grievant at any step to appeal a grievance to the next step within the specified time limit shall be considered acceptance of

the decision at that step. The time limits for decision or appeal are as follows:

Step 1 - ten~~five~~ (~~5~~10) working days
Step 2 - ten (10) working days
Step 3 - ten (10) working days

Decision or appeal should be completed as soon as possible but shall not exceed the time limit specified.

Section 3. Steps:

Step 1: The cognizant supervisor. The cognizant supervisor shall be the individual directly responsible for the operation of the department in which the grievant works and/or the Director of Facilities and Transportation.

Step 2: The Director of Human Resources or designee.

Step 3: The Superintendent of Schools or designee.

Step 4: Arbitration under the Public Employment Labor Relations Act incorporating the use of one arbitrator; the arbitrator's award being final and binding upon the parties.

Section 4. Union Representation, Intervention and Initiation:

All employees shall have the right of union representation at each step. The union shall have the right to intervene and present its position at any step in the grievance procedure. The union itself may initiate a grievance on any matter affecting the application or interpretation of this Agreement.

Section 5. Reprisals:

No reprisals shall be invoked against any employee for processing a grievance.

Section 6. Cost of Transcript:

The cost of a transcript of the arbitration shall be borne by the party demanding the transcript. If no demand is made, but a transcript is required, the cost shall be shared equally by the parties involved.

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ARTICLE XIV~~II~~.

BUS DRIVERS:

This article defines the terms and conditions of employment for the classification of bus drivers who work in excess of 14 hours per week or more. No bus driver, hereinafter referred to in Article XIII as "part-time drivers", shall be eligible for any leave or benefit of any nature, except as specifically provided in Article III PROBATIONARY PERIODS, RESIGNATION OR SEPARATION OF EMPLOYMENT, NOTICE OF LAYOFF, Article IV, Section 2 Overtime, Section 6 Employee Personnel File, Article V, Section 4. JURY DUTY, Article V, Section 5. LEAVE OF ABSENCE, Article X, Section 6, TAX SHELTER ANNUITIES, Article XII GRIEVANCE PROCEDURE or Article XIII BUS DRIVERS .

Section 1. Seniority:

Seniority of the part-time bus drivers and full time employees shall not be co-mingled. Layoff of part-time bus drivers shall be based on seniority within the part-time classification. Last hired shall be the first laid off. If any opening subsequently occurs, the laid off employee with the most continuous service shall be recalled first. In the event a part-time bus driver is promoted to a full time position, seniority and credit for the step advancement will begin on the first day of employment in the full time position. Employee seniority rights will be terminated after two years of layoff.

Section 2. Part-Time Assignments:

Any necessary reduction of full time drivers will be accomplished through attrition whenever possible.

Section 3. Wages:

Effective July 1, ~~2022~~2024, the following pay schedule will apply to bus drivers. Note: a Bus Driver with a CDL will be paid at the Driver – CDL rate regardless of the type of vehicle the employee is assigned to drive as long is the employee is available to be assigned a vehicle the requires the CDL – Bus Driver License.

Type III/Training	~~2022-2023~~2024-2025	~~2023-2024~~2025-2026
Step 1	~~$21.75~~$23.55	~~$22.75~~$24.37
Step 2	~~$22.25~~$24.06	$~~$23.25~~24.91

Drivers – CDL License	~~2022-2023~~2024-2025	~~2023-2024~~2025-2026
Step 1	~~$23.00~~$24.84	~~$24.00~~$25.96

Step 2	~~$24.00~~$25.88	~~$25.00~~$27.03
Step 3	~~$25.00~~$26.91	~~$26.00~~$28.10
Step 4	~~$26.00~~$27.95	~~$27.00~~$29.17

Section 4. Longevity Pay

Employees shall receive additional compensation over and above their hourly base rate of pay as listed below.

	2024-2025	2025-2026
After ten (10) years of continuous service in the unit	$.20	$.30
After fifteen (15) years of continuous service in the unit	$.30	$.45
After twenty (20) years of continuous service in the unit	$.40	$.60

~~2022 2024 After ten (10) years of continuous service in the unit $.20~~
~~After fifteen (15) years of continuous service in the unit $.30~~
~~After twenty (20) years of continuous service in the unit $. 40~~

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Section 5. Medical Benefits and Dental Insurance

Part-time employees working more than 14 hours per week but less than 40 hours per week shall be eligible for hospitalization-major medical as described in Article X, Section 1. (a), (b), (c), dental insurance as described in Article X, Section 3. and eligibility as described in Article X, Section 1. of this agreement. The monthly district contribution for these two benefits will be prorated in accordance with their regularly scheduled hours . If the premium for the hospitalization-major medical insurance selected is less than the maximum district contribution specified in Section 1, then the monthly district contribution will be a proration of the actual premium.

No additional compensation will be made to those who choose not to accept any or all portions of these programs.

Section 6. License

Any regularly assigned Bus Driver who keeps a valid school bus driver endorsement for the entire school year and agrees to drive when asked will be paid $80 on the second payroll in July following the conclusion of that school year.

Section 7. Incentive Pay

Effective July 1, 2016, part time bus drivers who work for the entire year, and who have no more than fifteen (15) approved unpaid leave days during the year, will be paid $100 on the second payroll in July following the conclusion of that school year.

Section 8. Holidays

Part time Bus Drivers will be paid for the following two (2) holidays: New Year's Day and Memorial Day.

Section 9. Paid Time Off (PTO)

Subd. 1.
Bus Drivers with regularly assigned routes for the school year will be provided Paid Time Off (PTO~~) based upon the following schedule. Upon completion of one year of service, drivers will receive one PTO day. Upon completion of two years of service, drivers will receive two PTO days. Upon completion of three years of service, drivers will receive a total of four PTO days. Days may accumulate up to fifteen (15) total PTO days. To ensure that annual end-of-year balances do not exceed 10 days, employees with more than 10 days of earned and accrued PTO must take up to 5 days of PTO during non-student contact days in any given year, as long as their accrual does not drop below 10 days. PTO "days" will be entered as hours, based on the average number of hours the employee was assigned to drive regular routes in the prior school year. Employees who only work a partial year will have the hours pro-rated based on the calendar worked during the previous year.~~) and it will accrue one (1) hour of PTO for every thirty (30) hours worked.

Subd. 2.
PTO time may accumulate up to 90 hours. To ensure that annual end-of-year ~~blances~~ balances (June 30) do not exceed 60 hours, employees with more than 60 hours of earned and accrued PTO must take up to 30 hours of PTO during the non-student contact days in any given year, as long as their accrual does not drop below 60 hours.

Subd 3.
A Bus Driver will be permitted to utilize PTO in increments of the lesser of two hours or the time of an assigned partial-day route. The District may approve use of PTO in smaller increments.

Subd. 4. Notice for Use of PTO

Requests for PTO must be made to the Director of Facilities and Transportation at least two (2) work days in advance.

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If the need for PTO is being used for ESST-qualifying reason as outlined in Minnesota Statutes section 181.9447, as amended, and it is foreseeable, and

employee must provide notice at least seven days in advance used established reporting procedures.

If an employee's need for PTO is unforeseeable and is being used for an ESST-qualifying reason as outlined in Minnesota Statutes 181.9447, as amended, an employee must report their absence using established reporting procedures as soon as practicable.

An employee is responsible for providing notification regarding which PTO they are taking – ESST-qualifying or non-ESST-qualifying PTO.

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Subd. 5. Documentation of Use of PTO

The District may require employees to provide reasonable documentation as outlined in Minnesota Statutes 181.9447, as amended, indicating that the PTO is being used for an ESSY-qualifying reason, if applicable. The final determination as to the eligibility of an employee for ESST-qualifying PTO is reserved for the District. If documentation is required, the employee will be so advised.

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FACILITIES & TRANSPORTATION CONTRACT DOCUMENT AUTHORIZATION

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: SEIU Local 284
450 Southview Blvd.
South St. Paul, Minnesota 55075

_____
Union Representative

For: Richfield Public Schools #280
7001 Harriet Avenue South
Richfield, Minnesota 55423

_____
Board of Education Chairman

_____	_____
Union Representative	Board of Education Clerk
_____	_____
Union Representative	Superintendent of Schools
Dated this____day of_____, 2025~~2~~	Dated this____day of_____, 2025~~2~~

THIS AGREEMENT shall be in force from July 1, 2024~~2~~ , through June 30, 2026~~4~~ , and shall continue as is from year to year unless either party shall notify the other in writing sixty (60) days prior to expiration date of their desire to re-open negotiations.

A MEMORANDUM OF AGREEMENT

The Memorandum of Agreement ("MOA") is entered into by and between the Service Employees International Union Local 284 ("Union") and Independent School District No. 280, Richfield Public Schools ("District").

WHEREAS, the Union and the District (collectively, "the parties") are parties to a collective bargaining agreement which expires on June 30th, 2026, and continues in effect thereafter until superseded by a successor, governing the negotiated terms and conditions of employment for Custodial and Transportation workers ("Employees") who are employed by the District ("the CBA", which refers both to the 2024-2026 CBA and its successors and, unless years are specified, should be understood to refer to whichever CBA is currently in effect); and

WHEREAS, during the 2023 legislative session, the state of Minnesota adopted new statutes, which were amended in 2024, governing the accrual and use of paid sick and safe leave ("ESST"), namely Minnesota Statutes 181.9445 – 181.9448; and

WHEREAS, in the course of bargaining the CBA, the parties agreed to change the language in the CBA governing the use of sick leave for employees other than part-time Bus Drivers to more closely align with new statutory language; and

WHEREAS, the parties further agreed to enter into this MOA to govern the use of sick leave in case the statutes identified here are ever revised in a way that the language in the CBA would cause employees other than part-time Bus Drivers to have worse sick leave benefits than they had prior to the implementation of the 2024-26 CBA.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained within this MOA, the Union and the District agree to the following provisions governing the impact of any future changes to the statutes identified here:

1. The parties will meet and confer on whether the MOA is still necessary, should be altered, or has been triggered whenever new applicable statutes are passed, existing statutes are amended, or the leave language in the CBA is changed.

2. This MOA will be triggered if the interaction of state sick leave laws and the language in the CBA ever cause employees to have worse sick leave benefits than they had under the terms of the 2022-2024 CBA.

3. If this MOA is ever triggered by the terms of Item 2 of the MOA then the following provisions of the 2022-2024 CBA will take effect for custodial employees but not transportation employees, and in no event shall this result in an employee receiving duplicative benefits:

Section 1. Sick Leave

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(a) Sick leave allowance of twelve (12) days per year, accumulative, shall be allowed for twelve (12) month employees. Sick leave allowance of ten (10) days per year, accumulative, shall be allowed for ten (10 month) employees. Sick leave may not be used in advance of earning it.

(b) Employees who work less than the full school year shall receive sick leave on a pro-rata basis.

(c) An employee may use one (1) day of accumulated sick leave for each day of illness of the Employee's child who is less than eighteen (18) years old, or up to 20 years old and attending a secondary school due to an illness of or injury to the child for such reasonable periods as the employee's attendance with the child may be necessary.

(d) An employee who has been employed by the district for the most recent 12 month period and holds a .5 full time equivalency or greater position may use up to twenty (20) days of accumulated sick leave during the school year as is medically necessary to care for an ill spouse, parent, step-parent, parent-in-law, adult child, sibling, grandchild, or grandparent.

(e) An employee who has not been employed by the district for the most recent 12 month period and/or who does not hold a .5 FTE, or greater position, may use up to five (5) days in any one year of earned sick leave for illness in the immediate family. The immediate family shall include wife, husband, child, brother, sister, parent, guardian or parents-in-law. These days will be deducted from available personal leave in Section 2.

Section 2. Personal Leave

Up to six (6) days for 12 month employees and up to five (5) days for 10 month employees in any one year of earned sick leave may be used for:

a. Death of a friend or relative.

b. Personal leave shall be granted for an appearance in court as a witness or in cases of legal action where it is mandatory that the employee be present.

c. One (1) day of earned sick leave may be used for personal emergency or calamity. Weather conditions may constitute a calamity or emergency. Leaves for other reasons may be granted by the Human Resources office and will result in a day's full deduction in salary.

d. Each employee may be granted two (2) personal leave days per year to handle important personal matters that cannot be taken care of in a regular day. -Such leave must be requested in writing and have advance approval by the Human

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Resources office. The specific reason(s) for the leave need not be listed if the leave request is of a personal or private nature and may be waived following a consultation with the Human Resources office. Business ventures will not be considered as important personal matters. After the annual allocation identified above is used, full deduction shall be made.

Section 3. Medical Certification

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

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4. If Item 2 of this MOA is triggered, then when the current CBA expires the parties will meet and negotiate in good faith on how to include sick, personal, and bereavement leave in future CBAs.

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This MOA will take effect upon signature by both parties and will remain in effect until Item 2 has been triggered and then Item 4 has been fulfilled or until the successor to the CBA in effect on June 30, 2036, has been ratified by both parties and has taken effect, whichever is earlier. However the expiration of the MOA is triggered, it shall remain in effect until all grievance and arbitration timelines have been exhausted to contest that the conditions of the MOA have been faithfully carried out.

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In the event any person asserts that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by all parties.

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The parties recognize that this MOA is arising out of unique circumstances and therefore cannot be construed by either party in any proceeding, negotiation, or grievance as creating any past practice or establishing a precedent that in any way binds either party.

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This MOA is enforceable under the grievance and arbitration procedures in the CBA and can be used in any proceedings for the purposes of its own enforcement.

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This MOA constitutes the entire agreement between the parties relating to the subject matter addressed in this MOA. This MOA controls to the extent that it conflicts with the terms of the CBA. No changes to this MOA are valid until they are in writing and are signed by both parties.

The provisions of this MOA shall be severable if any provision hereof or the application of any such provision under any circumstances is held invalid by a court of competent jurisdiction it shall not affect any other provisions of this agreement or the application of any other provision hereof.

Craig Holje Chief Human Resources and Administrative Officer ISD 280	Hal Goetz, Contract Organizer SEIU Local 284
Date	Date

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 19, 2025

SUBJECT: 2025-2026 RESOLUTION FOR MEMBERSHIP IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE

(Recommended by superintendent)

That the board of education approve the resolution for membership in the Minnesota State High School League for the 2025-2026 school year.

BACKGROUND INFORMATION

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

Our designated board representative is Tim Pollis.

The MSHSL has moved to an online system for signing the annual membership resolution. The resolution document will be sent electronically to the board clerk for e-signature. The MSHSL (Minnesota State High School League) membership fees for the 2025-2026 school year include a $100 membership fee, a $160 registration fee per activity, and a $2.25 fee per student. Additionally, MSHSL enrollment is determined by a school's Minnesota Department of Education enrollment in grades 9-12, minus 40% of its educational benefit (free and reduced lunch).

2025-2026 RESOLUTION FOR MEMBERSHIP IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2025. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of Richfield Public Schools (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and to participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

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

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

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

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee
Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

Richfield High School

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Tim Pollis

(Designated School Board Member – please print)

Chris Peterson

(Designated School Representative – please print)

timothy.pollis@rpsmn.org

Email Address

Chris.peterson@rpsmn.org

Email Address

208.02 ACTIVITY REPRESENTATIVES

Chris Peterson

(Boys Sports – please print)

Chris Peterson

(Girls Sports – please print)

Chris Peterson

(Speech – please print)

Chad Armbruster

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Eric Carter

(Board Member—please print)

Elizabeth Hernandez

(Student—please print)

Kristi Olson

(Parent—please print)

Stephanie Popp

(Faculty Member—please print)

Chris Peterson

(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: _____

(Clerk/Secretary - Local Governing Board)

Signed: *Signature required*

(Clerk/Secretary - Local Governing Board)

electronically through DocuSign

Date: _____

Print Name: _____

(Superintendent or Head of School)

Signed: *Signature required*

(Superintendent or Head of School)

electronically through DocuSign

Date: _____

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 19, 2025

SUBJECT: Bloomington-Edina-Richfield Family Services Collaborative Governing Agreement

(Recommended by the superintendent)

That the board approve the Bloomington-Edina-Richfield Family Services Collaborative governing agreement.

Background Information

Richfield Public Schools, Bloomington Public Schools, and Eden Prairie Public Schools were formerly part of Hennepin South Suburban Collaborative (HSSC), a Family Services Collaborative. Eden Prairie decided to establish its own independent family services collaborative, and therefore, HSSC was disbanded as a collaborative as of 12/31/2023.

Richfield Public Schools and Bloomington Public Schools are joining with the current Edina Family Services Collaborative to create a new Bloomington, Edina, Richfield Family Services Collaborative. Edina Public Schools will serve as the fiscal agent and employ the Collaborative Coordinator.

Family services collaboratives are part of State Statute 142D.14, which focuses on children from birth to age 18, or birth through age 21 for individuals with disabilities. The partnership of the three communities will maintain stable Local Collaborative Time Study (LCTS) funding streams, allow us to serve our students and families better, and encourage innovative, collaborative programming.

The purpose of a Family Services Collaborative is to improve the social, emotional, educational, and economic outcomes for all children, youth, and their families in our respective communities by mitigating risk factors and enhancing protective factors and for the purpose of creating an integrated service delivery system for children, youth, and

their families with multiple and special needs. The Collaborative shall not function as a service provider but shall perform activities that build a sense of community, maintain quality education, strengthen families, and ensure safe neighborhoods by breaking down barriers to communication, collaborating, and involving multiple sectors of the community to work together to effect change. Collaboratives are intended to serve the community, avoid duplication, and integrate services.

Mandated partners for the Bloomington-Edina-Richfield Family Services Collaborative include:

- Bloomington Public Schools
- Edina Public Schools
- Richfield Public Schools
- Hennepin County- Human Services and Juvenile Probation Division
- Community Action Partnership of Hennepin County (CAP-HC)
- PICA Head Start
- Bloomington Public Health

Bloomington-Edina-Richfield Family Services Collaborative Governing Agreement

This agreement ("Agreement"), by and between County of Hennepin, State of Minnesota, on behalf of its Human Services Department and Department of Community Corrections and Rehabilitation; Bloomington Public Schools ISD #271; Edina Public Schools ISD #273; Richfield Public Schools ISD #280; City of Bloomington, through its Public Health Division; Community Action Partnership of Hennepin County (CAP-HC); and Parents in Community Action (PICA), hereinafter referred to collectively as the "Parties" or individually as a "Party", is as follows:

Authority and Premises:

Whereas: Minnesota Statute 142D.15 permits public and private child-serving agencies to come together by mutual agreement to establish a family services collaborative and to establish an integrated children's service system; and

Whereas: The Parties agree that children's needs cross over the boundaries of the categorical agencies and that services need to be coordinated across traditional systems; and

Whereas: The Parties agree that an integrated system should be built upon existing agencies and that system redesign consists in large part of redefining relationships among agencies; and

Whereas: The Parties agree that parents and community supports are key to successful care planning for children;

Now, therefore, in consideration of the mutual agreements combined herein, all participating Parties do hereby establish the Bloomington-Edina-Richfield Family Services Collaborative, hereinafter referred to as the "Collaborative", and do agree as to the following terms:

Section 1: Purpose of the Collaborative

The Parties enter into this Agreement for the purpose of improving the social, emotional, educational, and economic outcomes of all children, youth, and their families living in the Bloomington, Edina, and Richfield School Districts and their member communities by mitigating risk factors and enhancing protective factors and for the purpose of creating an integrated service delivery system for children, youth, and their families with multiple and special needs. The Parties shall establish the Collaborative on the latest knowledge and best practices available in relevant professional fields and service delivery approaches. The Collaborative shall not function as a service provider but shall perform activities that build a sense of community, maintain quality education, strengthen families, and ensure safe neighborhoods by breaking down barriers to communication, collaborating and involving multiple sectors

of the community to work together to effect change. The Collaborative shall neither replace nor duplicate existing agencies but shall recreate relationships among them.

Section 2: Population to be Served and Service Delivery Model

A. Population to be Served: The Collaborative shall serve children from birth through age 21 who have multiple problems or are at risk of developing multiple problems. The Collaborative also shall serve the families of such children. A family may include biological, step, adoptive, custodial, or non-custodial parents; biological, step, or adoptive siblings or other minors with whom the child is residing.

The Governing Board shall define an initial target population and subsequent operational target populations and, in addition, shall establish a plan for progressing from the initial target population to the ultimate service population as defined in the above paragraph.

B. Service Delivery Model: The service area shall be defined by the boundaries of the Bloomington, Edina, and Richfield School Districts. This does not prohibit Collaborative activities being offered in municipalities surrounding or partially split within school district boundaries or in partnership with other organizations and agencies whose boundaries partially or in total lay outside the Bloomington, Edina, and Richfield School Districts.

The service delivery model shall include contracted services and supports that are based on the child and family's strengths and the resources of the child's community and that is cost-effective, needs-driven, unconditional, and culturally competent and that includes the delivery of highly individualized informal supports and formal services.

Section 3: Composition of the Collaborative's Decision-Making Bodies

A. Governing Board: Legal and revenue authority of the Collaborative shall be exercised by the Collaborative's Governing Board, hereinafter referred to as the "Board." The Board shall be composed of 1 voting member each representing the following 8 Parties:

Standing Board Members

- Hennepin County Human Services
- Hennepin County Department of Community Corrections and Rehabilitation
- Bloomington Public Schools (ISD #271)
- Edina Public Schools (ISD #273)
- Richfield Public Schools (ISD #280)
- City of Bloomington, through its Public Health Division
- Community Action Partnership of Hennepin County (CAP-HC)
- Parents in Community Action (PICA)

Community Board Members

The Standing Board Members will appoint up to 12 additional members, known as the Community Board Members, to serve in a voting capacity in accordance with the Collaborative's by-laws.

Current Board members are listed in Appendix B.

B. Collaborative Coordinator: Operational authority shall reside in the Collaborative Coordinator, hereinafter referred to as the "Coordinator". Operational authority shall mean the day-to-day management of the Collaborative's activities and personnel. The Coordinator shall be selected by the Board.

Section 4: Powers and Duties of Collaborative Decision-Making Bodies

The powers and duties of this Agreement shall be carried out by the Collaborative Governing Board and Collaborative Coordinator as defined below. In general, the Board shall function as the decision, policy, and procedure making body for Collaborative activities as well as the purchaser of supports, interventions, and services. The Coordinator shall oversee the day-to-day operations of the Collaborative.

A. The Governing Board Shall:

1. Define the scope of the services system to be established, including the Target Population.

2. Oversee an Integrated Fund, as established by Section 6 of this Agreement.

3. Negotiate Integrated Fund contributions from each Party. Monetary and/or in-kind contributions to the Integrated Fund will be negotiated annually.

4. Approve an annual revenue budget that shall account for all resources available to the Collaborative, both monetary and in-kind.

5. Select a Fiscal Agent from among the Parties to this Agreement. The by-laws will include the name and responsibilities of the current Fiscal Agent selected by the Board. The Fiscal Agent shall:

a. establish and maintain an Integrated Fund as provided in Section 6;
b. receive and maintain funds assigned by the Board;
c. receive local, state, and federal grant dollars, cash, and charitable contributions and maintain in the Collaborative's Integrated Fund account;
d. disburse funds at the direction of the Collaborative Board;
e. account for revenues and expenditures and produce appropriate financial statements according to categories determined by the Board;
f. provide reports as required by state and federal agencies;
g. designate a staff person for Collaborative duties who shall work directly with the Collaborative Coordinator;
h. prepare periodic financial reports to the Board.

6. Through its Fiscal Agent, receive funds contributed by Parties to this Agreement and funds from the State of Minnesota, the federal government, and from any lawful governmental or private source, including gifts.

7. Apply for and accept grants, gifts, loans, and other assistance from any lawful source.

8. Through its Fiscal Agent, expend funds and enter into contracts for the purposes described in this Agreement and in accordance with the operating budget approved by the Board.

9. Select and supervise a Collaborative Coordinator to serve at the pleasure of the Board. The Coordinator may be an employee or independent contractor of the Collaborative or of any Party.

10. Evaluate Collaborative fiscal performance to ensure accountability for effective and efficient use of public funds and oversee client outcomes.

11. Notify all Parties at least one fiscal quarter before the beginning of each fiscal year of any anticipated additional financial expenses for the forthcoming year.

12. Adopt by-laws on operating policies and procedures.

B. The Collaborative Coordinator Shall:

1. Coordinate the development of the integrated service system.

2. Manage the daily operations of the integrated service system.

3. Manage service expenditures within the operating budget established by the Board, including oversight and review of the costs of services.

4. Contract, through the Fiscal Agent, for supports, interventions, and services for children and families in the Target Population.

5. Facilitate service delivery collaborations.

6. Hire and supervise Collaborative-employed staff, if needed. Supervise staff employed by the Parties who are assigned to Collaborative duties, regarding those Collaborative duties.

7. Coordinate with Fiscal Agent staff regarding Collaborative duties.

8. Oversee the collection and reporting of data by the Fiscal Agent and ensure collection of data as necessary for the maintenance of client records; coordination of service provision; performance and outcome evaluation; periodic reports to the Parties; and mandated reports to local, state, or federal governments.

9. Report to the Board.

Section 5: Duties of the Parties

The Parties agree to support the work of the Collaborative and shall:

A. Appoint voting members to serve on the Collaborative Governing Board.
B. Participate in programs and projects operated by the Collaborative.
C. Identify resources, which can contribute to the integrated efforts of the Collaborative.
D. Contribute monetary and/or in-kind contributions to the Integrated Fund in an amount negotiated annually and specified in Appendix A of this Agreement.
E. Develop internal policies and cooperative procedures, as needed to implement this Agreement.

F. Comply with applicable state and federal data practices laws and procedures relating to the collection, creation, receipt, maintenance, dissemination, retention, and destruction of private data pertaining to individuals.
G. Maintain and supply all documentation necessary to assist the Fiscal Agent in meeting local, state, and federal reporting requirements.
H. The Party selected by the Board will serve as the Fiscal Agent.
I. Staff of the eligible Parties will participate in the Local Collaborative Time Study (LCTS) under the terms and conditions agreed to in the contract (Contract #A2211278) between Hennepin County and the Minnesota Department of Human Services and will contribute earnings to the Integrated Fund.

Section 6: Collaborative Finances and Integrated Fund

A. Per Minnesota Statute 142D.15, Subd. 6, the Parties agree to establish an Integrated Fund for the purposes of financing service delivery plans and increasing the flexibility of funding sources. The Integrated Fund will be used to purchase supports, interventions, and services for children and families in the Target Population, to coordinate the provision of supports, interventions, and services, and to operate the Collaborative.

B. Parties agree that the Integrated Fund shall be under the direct control of the Governing Board and shall be administered, under the Board's control, by the Fiscal Agent.

C. The Integrated Fund shall consist of both monetary and in-kind resources to which a monetary value shall be assigned by agreement between the contributor and the Board.

D. The Integrated Fund may also receive dollars from other sources including, but not limited to, local property tax revenues, state and federal Medicaid reimbursements, state and federal grants, service contributions from non-governmental Parties, private gifts, and the monetary value of in-kind contributions.

E. All grants, contributions, reimbursement, gifts, and earnings shall be maintained by the Fiscal Agent in the Integrated Fund and shall not be considered as contributions from or for any particular Party or Parties.

F. This schedule of Parties' contribution amounts shall be renegotiated each year, approved at the annual meeting, and be incorporated into this Agreement by attached Supplement (Appendix A).

G. No Party shall be required to encumber any amount exceeding that set forth in Section 6-F. However, nothing in this Agreement shall prohibit any Party from making an additional contribution or encumbrance of monetary or in-kind resources, nor from considering additional contributions or encumbrances on a case-by-case basis.

Section 7: Personnel

A. Staff employed by any Party and assigned to Collaborative duties shall report to the Coordinator with respect to those duties.

Employees shall remain within the compensation and job classification structure of the employing Party. Benefits as provided by the employing Party shall be retained, including employee health plan and

contributions, retirement plans and contributions, liability insurance, and workers compensation insurance.

This paragraph shall apply to the Coordinator, if retained as an employee of any Party, except that the Coordinator shall report to the Board.

B. Staff hired by the Collaborative shall report to the Coordinator, except in the case of the Coordinator who shall report to the Board. Compensation and benefits shall be determined by the Coordinator in consideration of attracting the best-qualified candidates and of equity among staff. Compensation and benefits for a Collaborative Coordinator hired in this manner shall be determined by the Board.

C. Staff retained by contract for the Collaborative also shall report to the Coordinator, except in the case of the Coordinator who shall report to the Board. The employment relationship shall be defined by agreement between the employee and the selected employing Party (host agency). The employment contract shall contain, at minimum, the following provisions:

1. that a contract employee shall accrue no tenure, rights, or benefits available to host agency employees except that the Collaborative may provide such benefits as health coverage, sick leave, vacation pay, or severance pay from the Integrated Fund or other available resources;

2. that a contract employee shall be insured by the host agency for claims arising from acts or omissions within the scope of his or her employment; and

3. that the host agency shall make payroll deductions for the retirement plan and taxes, as required by law.

D. Volunteers working for the Collaborative shall report to the Coordinator. Volunteers shall be covered by liability insurance as provided in Section 9-A of this Agreement.

The Fiscal Agent shall be reimbursed for the cost of additional insurance premiums arising from this coverage from the Integrated Fund or other available resources. Volunteers shall be reimbursed for their direct expenses resulting from their duties.

Section 8: Data Practices and Procedures

The Board shall establish data practices that conform to state and federal statutes and rules requiring data, particularly the collection, creation, receipt, maintenance, or dissemination of private data on individuals as defined and regulated by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and or any other applicable state or federal laws. The Board shall establish practices for student data that conform to the federal Family Education Rights and Privacy Act of 1974 (FERPA). The Board, Coordinator, and all Collaborative personnel shall also comply with data practice policies of the parties from which they are receiving information and Minnesota Statute 142D.15, Subd. 5.

Section 9: Insurance and Liability

A. Insurance

1. The Collaborative shall purchase adequate insurance coverage to include protection for property and casualty including: general liability, errors and omissions, professional liability, auto liability, and product

liability for the Collaborative. The Collaborative may consider applying for membership in the Minnesota Counties Intergovernmental Trust or other suitable source.

2. Covered parties shall include any individual engaged in the activities of the Collaborative including but not limited to: signatories to the governance agreement; members of the Governing Board or any advisory committee, council, or task force; staff employed by the Collaborative; staff employed by a Party and assigned to the Collaborative; volunteers; parents and consumers while performing duties for the Collaborative; or any other individual not affiliated with an insured organization while performing Collaborative duties.

3. It is understood and agreed that the liability shall be limited by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) and other applicable law and that such liability limits shall apply to any and all signatories to this Agreement and to any and all individuals while performing duties for the Collaborative.

4. Each Party of the Collaborative shall furnish its own workers' compensation insurance program to cover its employees that participate in activities of the Collaborative.

5. Parties agree to evaluate the costs and benefits of providing an employee health plan, either through optional coverage from the Minnesota Counties Insurance Trust or another source.

6. Parties agree not to waive the provisions of this section.

B. Liability

1. The Collaborative agrees to defend and indemnify the Parties to this Agreement, and their employees, officers, and volunteers, for any liability arising from the Collaborative's activities or operations, and decisions of the Collaborative Governing Board.

2. Nothing in this Agreement shall constitute a waiver of statutory limits on liability as set forth in Minnesota Statutes, Chapter 466, or a waiver of any available immunities or defenses, and the limits of liability under Minnesota Statutes, Chapter 466 for some or all the Parties may not be added together to determine the maximum amount of liability for any Party. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Party for any act of omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

3. Any excess or uninsured liability shall be born equally by all Parties, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith

Section 10: Dispute Resolution

A. In the event of a disagreement between two or more Parties to this Agreement, Parties agree to abide by the following dispute resolution protocol:

Step One: The grieving Parties will attempt to work out the dispute through informal communication.

Step Two: The grieving Parties will notify members of the Governing Board in writing of the nature of the dispute and request the Board to hear the dispute at its next regular meeting and seek resolution at the meeting. Discussion shall comply with the state's Open Meeting Law, Minnesota Statutes Chapter 13D.

Step Three: If resolution is not achieved at the meeting described in Step Two, the Board shall take the matter under advisement and, at its following regular meeting, recommend a resolution to the grieving Parties, who must decide whether to accept the recommendation.

Step Four: The grieving Parties may agree to submit the dispute to mediation by a neutral third party. The Governing Board will be a separate party to the mediation. The cost of mediation shall be equally distributed among grieving Parties.

Step Five: Upon resolution of the dispute, a joint communication will be issued to all affected parties.

B. Contracts between the Collaborative and service providers must include dispute resolution provisions whenever feasible.

C. Parties agree that if any Party fails to perform any of the duties in this Agreement, including failure to make payments to the Integrated Fund by the established payment date, the Governing Board may, in lieu of terminating this Agreement, withhold service or administrative reimbursements from the Integrated Fund after the date of failure to perform.

D. Parties agree that families receiving services or supports from the Collaborative are key decision makers in all actions and decisions regarding their children. However, in the event of a dispute between the Collaborative and a family receiving services or supports from the Collaborative, the Parties to this Agreement will abide by the following dispute resolution protocol:

Step One: Any Collaborative staff, board member, advisor, or volunteer, upon learning by verbal or written means about any substantial grievance of a family being served by the Collaborative against the Collaborative, its personnel, or the actions of the Collaborative or its personnel, must notify the Coordinator.

Step Two: The Coordinator will invite the family to a meeting within 20 days to describe the nature of the grievance. The family may invite an advocate or advocates of its choice. Either the family or the Coordinator may invite any third party that it believes may facilitate resolution. The Coordinator will attempt to resolve the grievance informally.

Step Three: Either the family or the Collaborative may request mediation by a neutral third party agreeable to all parties to the dispute. Participation in mediation is voluntary for all parties. Mediation must be completed within 20 days. Results of the mediation become binding and services and supports so agreed upon become part of the individualized care plan.

For the purposes of this Section, "family" means:

• a child over age 16 who has requested service or is being served by the Collaborative;

• the parents-- including a natural parent (either custodial or non-custodial), adoptive parent, or foster parent--of a child who has requested service or is being served by the Collaborative;

• a caretaker, guardian, trustee, or other legal representative with written permission to represent the child or family. Nothing in this protocol restricts a family's due process rights under rule or law.

Section 11: Time Period of Agreement

The term of this agreement shall be effective when adopted by all Parties and remain in effect for a period of 7 years from the effective date, at which time it will be reviewed and renewed, unless revised or rescinded earlier in accordance with the provisions herein.

Section 12: Amendments to the Agreement

A. Except as provided in Sections 12-B and 12-C below, any alterations, variations, or modifications of the provisions of this Agreement shall only be valid when reduced to writing as an amendment to this Agreement signed by the Parties.

B. Annually renegotiated Integrated Fund contributions shall be deemed to be incorporated into this Agreement by attached Supplement (Appendix A).

C. A list of current voting Governing Board members, including Community Representatives appointed by the Standing Board Members, will be revised as needed in Appendix B.

Section 13: Withdrawal and Termination

A. Any Party may withdraw from this Agreement by passage of a resolution by its governing board declaring its intent to withdraw on a specific date, which date shall not be less than 180 days from the date of resolution and receipt of that resolution by the Collaborative Governing Board.

B. Where a Party exercises its option to withdraw, the withdrawing Party shall remain liable for fiscal obligations incurred prior to the effective date of withdrawal but shall incur no additional fiscal liability beyond the effective date of withdrawal.

C. The withdrawing Party shall not be entitled to a refund of contributions made to the Integrated Fund or other fees paid to operate the Collaborative.

D. Notwithstanding Parties' authority to withdraw, this Agreement and the Board created thereby shall continue in force until all participating Parties mutually agree to terminate this Agreement by joint resolution of the Parties, or until necessitated by law or decision of a court of competent jurisdiction. After the effective date of termination, the Board shall continue to exist for the limited purpose of discharging the Collaborative's debts and liabilities, settling its affairs, and disposing of Integrated Fund assets, if any.

Section 14: Disposal of Surplus Funds and Property

Upon termination of this Agreement, all personal and real property held by or in the name of the Collaborative will be distributed by resolution of the Governing Board in accordance with law and in a manner to best accomplish the continuing purposes of the Collaborative. As provided by law, any surplus

monies will be returned to the Parties in proportion to contributions of the Parties after the purpose of the Agreement has been completed.

Section 15: Severability

The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause, or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 16: Access to Books and Records

Subject to the requirements of Minnesota Statute 16C.05, Subd. 5, each Party, the Legislative Auditor, State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of any Party and involve transactions relating to this Agreement. Every Party shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.

Section 17: Effective Date

This Agreement shall be effective when adopted by all Parties.

IN WITNESS WHEREOF, participating entities, by official actions, have caused this Agreement to be executed by their respective officers:

HENNEPIN COUNTY AUTHORIZATION

By: _____

David Hough, Hennepin County Administrator

Date: _____

For: Hennepin County

By: _____

Jodi Wentland, Deputy Hennepin County Administrator for Health and Human Services

Date: _____

For: Hennepin County Human Services

By: _____

Mary Ellen Heng, Director, Hennepin County Department of Community Corrections and Rehabilitation

Date: _____

For: Hennepin County Community Corrections and Rehabilitation

Reviewed for Hennepin County by the County Attorney's Office:

By: _____

Daniel D. Kaczor, Sr. Asst. Hennepin County Attorney

Date: _____

_____ _____

Signature Date

Name: _____

Title: _____

Party: Bloomington Public Schools (ISD #271)

_____ _____

Signature Date

Name: _____

Title: _____

Party: Edina Public Schools (ISD #273)

_____ _____

Signature Date

Name: _____

Title: _____

Party: Richfield Public Schools (ISD #280)

_____ _____

Signature Date

Name: _____

Title: _____

Party: City of Bloomington

_____ _____

Signature Date

Name: _____

Title: _____

Party: Community Action Partnership of Hennepin County (CAP-HC)

_____ _____

Signature Date

Name: _____

Title: _____

Party: Parents in Community Action (PICA)

BLOOMINGTON-EDINA-RICHFIELD FAMILY SERVICES COLLABORATIVE
Appendix A

Annual Partner Contributions
2025

This schedule of contributions shall be renegotiated each year, approved at the annual meeting, and be incorporated into this Agreement by attached Supplement. Parties agree to the following schedule of contributions to the Integrated Fund:

Party	Monetary	In-kind	Total
Hennepin County Human Services	$	$500	$500
Hennepin County Department of Community Corrections & Rehabilitation	$	$500	$500
Bloomington Public Schools – ISD 271	$	$3,150	$3,150
Edina Public Schools – ISD 273	$	$3,513	$3,513
Richfield Public Schools - ISD 280	$	$3,150	$3,150
City of Bloomington - Public Health Division	$	$	$
Community Action Partnership of Hennepin County (CAP-HC)	$	$1,050	$1,050
Parents in Community Action (PICA)	$	$	$
Total	$	$11,863	$11,863

BLOOMINGTON-EDINA-RICHFIELD FAMILY SERVICES COLLABORATIVE

Appendix B
Current Governing Board Voting Members
2025

Party	Name / Title	Term
Hennepin County Human Services	Andria Daniel, Human Services	Standing Member
Hennepin County Department of Community Corrections & Rehabilitation	Kathrine William, Juvenile Probation	Standing Member
Bloomington Public Schools – ISD 271	Darrell Young, Director of Community Education	Standing Member
Edina Public Schools – ISD 273	Anne Marie Leland, Community Education and Strategic Partnership Director Alt: Cheryl Gunness, Community Engagement Programs Supervisor	Standing Member
Richfield Public Schools – ISD 280	Amy Skare-Klecker, Director of Community Education Alt: Christina Haddad Gonzalez, Director of Student Support Services	Standing Member
City of Bloomington - Public Health Division		Standing Member
Community Action Partnership of Hennepin County (CAP-HC)	Kendra Krolik, Chief Strategy & Advancement Officer	Standing Member
Partners in Community Action (PICA)		Standing Member
Community Board Member		
Community Board Member		
Community Board Member		
Community Board Member		
Community Board Member		

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 19, 2025

SUBJECT: Joint Powers Agreement for the Learning Exchange Consortium

(Recommended by the superintendent)

That the board of education authorizes the 2025-2026 consortium agreement between Richfield and Bloomington to jointly provide community education programs and services for adults with disabilities.

2025 JOINT POWERS AGREEMENT FOR THE LEARNING EXCHANGE CONSORTIUM TO COOPERATIVELY PROVIDE COMMUNITY EDUCATION PROGRAMS AND SERVICES FOR ADULTS WITH DISABILITIES

PREAMBLE

THIS AGREEMENT IS MADE and entered by and between the school districts named herein, hereafter collectively referred to as "members," and individually as "member," which are signatories to this Agreement.

It is the intention of the members to jointly cooperate to provide educational and enrichment opportunities for adults with disabilities; increase the public awareness of the role of adults with disabilities; enhance the role of adults with disabilities within the community; enhance cooperation and coordination with the Adaptive Recreation programs; and promote cooperation with other organizations that function within the two communities.

In consideration of the mutual promises and agreements contained herein and subject to the provisions of Minnesota Statutes Section 471.59 and all other applicable statutes, rules, and regulations, the following members:

Independent School District No. 271, Bloomington (ISD 271)
Independent School District No. 280, Richfield (ISD 280)

Hereto agree as follows:

RECITALS

WHEREAS, the members agree to maintain a joint powers entity entitled Learning Exchange Consortium to provide educational and enrichment opportunities for adults with disabilities. Base funding for the consortium will be provided by each consortium member based upon the funding it receives from the State of Minnesota as determined from the Minnesota Department of Education Levy Limitation and Certification reports and collected by the fiscal agent of said consortium.

AGREEMENT

1. JOINT POWERS.

The members are jointly empowered to act on behalf of the consortium and to take such actions as may be necessary from time to time to fulfill the purpose of this Agreement. The name of the entity formed by this Joint Powers Agreement shall be the Learning Exchange Consortium.

2. PURPOSE.

The purpose of the Consortium is to enable the members to provide collaborative efforts for Learning Exchange services, which include: Providing enrichment and educational opportunities, increase the awareness of the role of adults with disabilities, enhance the cooperation and coordination by the members, and promote cooperation with other organizations that function within the two communities.

3. ORGANIZATION AND GOVERNANCE.

The activities contemplated by this Agreement shall be overseen by the Consortium Board. The Consortium Board, hereinafter termed "the Board", shall be in existence for the duration of this Agreement.

A. Voting Representation
The Board shall consist of one voting member from each member District to this Agreement.

Members of the Board shall not be deemed to be employees of the Consortium and will not be compensated by the Consortium for serving on the Board. For all purposes, including workers' compensation, each member of the Board shall be considered to be an employee of the member District that made their appointment.

B. Voting and Quorum
Each Board member shall be entitled to one vote on Board matters.

A quorum shall consist of all Board members. Board action shall be determined by a majority of the votes cast at a meeting of the Board. All votes of the Board shall be recorded and become a matter of public record.

C. Meetings
The Board shall meet at least two times annually at the call of the fiscal agent. Board members will agree to the date and time for regular and special meetings.

4. BOARD DUTIES AND RESPONSIBILITIES.

The Board shall have and exercise all powers that may be necessary and convenient to enable it to perform and carry out the responsibilities conferred on it or contemplated by this Agreement, or which may hereafter be imposed on it by law or contract.

Such powers shall include the power to accept and disburse funds and to apply for state funds necessary for the purposes set forth herein. The board shall not have the authority to levy taxes.

The Board, on behalf of each individual member, shall assume the following responsibilities:

A. The Board, with the input and assistance of the fiscal agent, shall consider and approve all budgets and evaluate the programs and services provided by the Consortium.

B. The Board shall review this Agreement on an annual basis and, if necessary, amend this Agreement in accordance with paragraph 11.

C. The Board shall review contracts and/or leases at the request of the fiscal agent as needed to help fulfill the purpose of this Agreement.

5. FINANCIAL PARTICIPATION.

The members agree that the Board shall have the authority to utilize funds received in the name of the Consortium for the purposes outlined herein. The members further agree that they shall share in any Consortium deficit as approved by a majority vote of the Board. Each member shall share in any deficit in proportion to the respective enrollment of each district in the current fiscal year.

6. MEMBER OBLIGATIONS.

Each member shall be obligated to:

A. Submit appropriate financial data required by the State to qualify for program approval.

B. Contribute to the efforts of the Consortium. For example, member Districts agree to provide the following:

i. Administrative leadership and support;
ii. Outreach and marketing through Community Education catalogs;
iii. Referral of students to the program; and
iv. Liaison support of local schools, social service agencies and employers.
v. Use of District facilities for classes at no additional cost, with exceptions on weekends, etc.

C. Direct all State Aid and Levy funding intended for Adults with Disabilities to the fiscal agent on behalf of the Consortium.

7. FISCAL AGENT.

ISD 271 shall serve as the fiscal agent for the Consortium. The Board, by a majority vote, may designate any other member to act as fiscal agent for the Consortium, provided the designated fiscal agent accepts the responsibilities. The fiscal agent shall perform the following duties and responsibilities:

A. The fiscal agent is responsible for fiscal management of the Consortium. The fiscal agent shall develop a program budget and submit the same to the Board for approval. The fiscal agent shall monitor the program budget and ensure proper recordkeeping of all receipts and expenditures of the Consortium.

B. The fiscal agent is responsible for the organizational structure and staffing and supervision in order to implement programs.

C. The fiscal agent shall develop operational guidelines and procedures. Such guidelines and procedures shall be presented to the Board.

D. The fiscal agent shall collect data from members as necessary to perform the purposes of this Agreement.

E. The fiscal agent shall submit all required State performance reports and fiscal reports.

F. The fiscal agent shall keep all records on behalf of the Consortium.

G. The fiscal agent is responsible for program planning and development. The fiscal agent will report to the Board on program planning and development at each Board meeting.

8. INSURANCE.

The members agree that they will at all times, during the term of this Agreement or any extension thereof, at their own expense, maintain and keep in force comprehensive general public liability insurance against claims for personal injury, death, or property damage arising in connection with this Agreement in the limits set forth in Minnesota Statutes Section 466.04, as amended. The members further agree that they will name the Consortium as an additional insured on said insurance policies and submit certificates of said insurance to the fiscal agent.

The members agree that they will carry workers' compensation insurance as required by law, and that they will submit certificates of said insurance to the fiscal agent.

In the event that the procured liability coverage does not cover a particular act or omission, each individual member shall not be individually liable unless required by law, but any such liability shall be apportioned amongst the members based upon their percent of enrollment relative to the other members of the Consortium in the 12 months preceding the act or omission.

Activities by the Consortium are intended to be and shall be construed as a "cooperative activity" and the Consortium shall be deemed a "single government unit" for purposes of liability, as set forth in Minnesota Statutes Section 471.59, subd. 1a(b). To the fullest extent permitted by law, each member of the Consortium agrees to defend and indemnify the other members, their school board members, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the activities under this Agreement.

Under no circumstances, however, shall a party be required to pay, on behalf of itself or other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party. Nothing in this Agreement shall constitute a waiver of the rights, benefits, immunities, and privileges that each party is entitled to under federal law or state law.

9. TERM OF AGREEMENT AND TERMINATION.

This term of this Agreement shall run from the date of authorization of the School Boards of each respective member through June 30, 2026, unless it is terminated prior to June 30, 2026 as a result of the Consortium being:

A. Terminated by the mutual consent of the members;
B. Suspended or superseded by a subsequent agreement between the members; or
C. Terminated by operation of law.

If the Agreement is terminated, all assets acquired as a result of the joint exercise of powers pursuant to this Agreement remaining after the date of termination and after payment of any outstanding debts or expenses, shall be returned to those members in good standing on the date of termination in proportion to the respective contributions made by the member.

10. WITHDRAWAL

Upon adoption of a resolution of its School Board, an individual member may withdraw from participation in the Consortium by providing eleven (11) months written notice.

A withdrawing member shall not be entitled to the return of any contributions previously paid, and shall remain jointly liable for all indebtedness made on behalf of the Consortium during the period in which the withdrawing member was a member of the Consortium. The members shall engage in negotiations over the terms of such indebtedness, including the possibility of a settlement and release of liability for withdrawing members.

11. AMENDMENTS.

Proposed amendments must be submitted to the Board for review and approval. Prior to a meeting of the Board at which an amendment of this Agreement will be considered, each Board member shall be given ten (10) days prior written notice of the meeting and the proposed amendment. In order to be approved, amendments must receive a majority vote of those Board members present at a duly qualified meeting at which the vote is taken.

Should an amendment receive the requisite approval from the Board as provided in this section, the amendment shall be submitted to each member School Board represented

on the Board. The amendment shall not be enacted unless adopted by the School Board of each member represented on the Board.

12. EFFECTIVE DATE.

The members agree that this Agreement shall become effective upon authorization of the School Boards of each respective member and shall be enforced from and after that date until terminated in accordance with paragraph 9.

13. AUTHORIZATION.

IN WITNESS WHEREOF, the undersigned member, pursuant to an authorizing resolution of its respective School Board, has caused this Agreement to be signed on the date on the following page.

_____	_____	_____
Chair, Bloomington ISD 271	Clerk, Bloomington ISD 271	Date
_____	_____	_____
Chair, Richfield ISD 280	Clerk, Richfield 280	Date

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 19, 2025

SUBJECT: Joint Powers Agreement for the Metro South Adult Basic Education Consortium

(Recommended by the superintendent)

That the board of education authorizes the 2025-2026 consortium agreement between Richfield, Bloomington, Eden Prairie and Edina to jointly provide Adult Basic Education ("ABE") services for its residents 17 years of age and older who are not currently enrolled in public school regular day classes.

2025 JOINT POWERS AGREEMENT FOR THE METRO SOUTH ADULT BASIC EDUCATION CONSORTIUM

PREAMBLE

THIS AGREEMENT IS MADE and entered by and between the school districts named herein, hereafter collectively referred to as "members," and individually as "member," which are signatories to this Agreement.

This Agreement is made pursuant to Minnesota Statutes Section 471.59, which provides that two or more governmental units may by agreement jointly exercise any power common to the contracting members, and Minnesota Statutes Section 124D.521, which sets forth the requirements for adult basic education consortia. Each of the members to this Agreement has been duly authorized to enter into the Agreement by its respective School Board.

It is the intention of the members to jointly cooperate to provide Adult Basic Education ("ABE") services for its residents 17 years of age and older who are not currently enrolled in public school regular day classes.

In consideration of the mutual promises and agreements contained herein and subject to the provisions of Minnesota Statutes Section 471.59 and all other applicable statutes, rules, and regulations, the following members:

Independent School District No. 271, Bloomington (ISD 271) Independent School District No. 272, Eden Prairie (ISD 272) Independent School District No. 273, Edina (ISD 273) Independent School District No. 280, Richfield (ISD 280)

hereto agree as follows:

RECITALS

WHEREAS, the members agree to maintain a joint powers entity entitled Metro South Adult Basic Education Consortium ("Consortium") to provide adult education and literacy education. Base funding for the Consortium will be provided by the State of Minnesota to the duly assigned fiscal agent on behalf of the operation of the program; and

WHEREAS, the members seek to provide Adult Basic Education ("ABE") opportunities to its residents 17 years of age and older who are not currently enrolled in public school regular day classes; and

WHEREAS, the members understand that programs funded through the WorkForce Innovation and Opportunity Act and Minnesota Statutes Section 124D.52, Adult Basic Educations, needs to be part of a cooperative ABE delivery system established by written agreement among two or more school districts; and

WHEREAS, the members certify that the Consortium will carry out tasks and responsibilities in compliance with all applicable State and Federal laws and regulations, as well as the promises and agreements contained herein; and

WHEREAS, the purposes of the laws are to enable all adults to acquire basic skills necessary to function in society and also enable adults who so desire to continue their education to at least the level of completion of secondary school.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth, the members agree as follows:

AGREEMENT

1. JOINT POWERS.

The members are jointly empowered to act on behalf of the several members and to take such actions as may be necessary from time to time to fulfill the purpose of this Agreement. The name of the entity formed by this Joint Powers Agreement shall be the Metro South Adult Basic Education Consortium. The Consortium shall have all the powers, duties, authorities, and responsibilities pertaining to the provision of ABE Services of the School Boards of each individual member that are herein designated and assigned to the Consortium.

2. PURPOSE.

The purpose of the Consortium is to enable the members to provide programs that offer comprehensive learning opportunities and support service choices appropriate for and accessible to adults at all basic skill and English language levels of need, as Per Minnesota Statute 124D.52, subd. 2. (b)(1).

3. ORGANIZATION AND GOVERNANCE.

The activities contemplated by this Agreement shall be overseen by the Consortium Board. The Consortium Board, hereinafter termed "the Board," shall be in existence for the duration of this Agreement.

A. Voting Representation.

The Board shall consist of one voting member from each member District to this Agreement.

Members of the Board shall not be deemed to be employees of the Consortium and will not be compensated by the Consortium for serving on the Board. For all purposes, including workers' compensation, each member of the Board shall be considered to be an employee of the member District that made their appointment.

B. Voting and Quorum.

Each Board member shall be entitled to one vote on Board matters.

A quorum shall consist of all Board members. Board action shall be determined by a majority of the votes cast at a meeting of the Board. All votes of the Board shall be recorded and become a matter of public record.

C. Meetings.

All of the Community Education Directors will agree to meet quarterly and the chair of the board does not have to call the annual meetings.

Two or more members may request a special meeting of the Board by submitting a written notice to all Board members.

4. BOARD DUTIES AND RESPONSIBILITIES.

The Board shall have and exercise all powers that may be necessary and convenient to enable it to perform and carry out the responsibilities conferred on it or contemplated by this Agreement, or which may hereafter be imposed on it by law or contract.

Such powers shall include the power to accept and disburse funds and to apply for state and federal funds necessary for the purposes set forth herein. The Board shall not have the authority to levy taxes.

The Board, on behalf of each individual member, shall assume the following responsibilities:

A. The Board, with the input and assistance of the fiscal agent, shall consider and approve all budgets and evaluate the programs and services provided by the Consortium.

B. The Board shall review this Agreement on an annual basis and, if necessary, amend this Agreement in accordance with paragraph 11.

C. The Board shall review contracts and/or leases at the request of the fiscal agent as needed to help fulfill the purpose of this Agreement.

5. FINANCIAL PARTICIPATION.

The members agree that the Board shall have the authority to utilize funds received in the name of the Consortium for the purposes outlined herein. The members further agree that they shall share in any Consortium deficit as approved by a majority vote of the Board. Each member
shall share in any deficit in proportion to the respective enrollment of each district in the current fiscal year.

6. MEMBER OBLIGATIONS.

Each member shall be obligated to:

A. Submit appropriate financial data required by the State to qualify for program approval.

B. Contribute to the ABE efforts of the Consortium. For example, member Districts may provide the following:

1) Administrative leadership and support;
2) Outreach and marketing through Community Education catalogs;
3) Referral of students to the program; and
4) Liaison support of local schools, social service agencies and employers.

C. Agree to abide by any requirements set forth in the annual adult basic education program application, including the state adult basic education assurances which are hereby incorporated into this Agreement by reference.

D. Direct all revenue intended for ABE Services, whether it be State, Federal, or local funding, to the fiscal agent on behalf of the Consortium.

7. FISCAL AGENT.

ISD 271 shall serve as the fiscal agent for the Consortium. The Board, by a majority vote, may designate any other member to act as fiscal agent for the Consortium, provided the designated fiscal agent accepts the responsibilities. The fiscal agent shall perform the following duties and responsibilities:

A. The fiscal agent is responsible for fiscal management of the Consortium. The fiscal agent shall develop a program budget and submit the same to the Board for approval. The fiscal agent shall monitor the program budget and ensure proper recordkeeping of all receipts and expenditures of the

Consortium.

B. The fiscal agent shall develop formulas, pertaining to both revenues and expenditures, for the distribution of Consortium funds. Such formulas shall be submitted to the Board for approval.

C. The fiscal agent is responsible for the organizational structure and staffing and supervision in order to implement programs. The fiscal agent shall employ Consortium-wide ABE staff working on behalf of the Consortium.

D. The fiscal agent shall develop operational guidelines and procedures. Such guidelines and procedures shall be presented to the Board.

E. The fiscal agent shall collect data from members as necessary to perform the purposes of this Agreement.

F. The fiscal agent shall submit application materials on behalf of the Consortium for State, Federal, and other grants.

G. The fiscal agent shall submit all required State and Federal performance reports and fiscal reports.

H. The fiscal agent shall file this Agreement with the Minnesota Department of Education as required by Minnesota Statutes Section 124D.521.

I. The fiscal agent shall provide necessary assurances to State and Federal authorities.

J. The fiscal agent shall keep all records on behalf of the Consortium.

K. The fiscal agent is responsible for program planning and development. The fiscal agent will report to the Board on program planning and development at each Board meeting.

L. The fiscal agent shall perform all obligations and duties as set forth in Minnesota Statutes Section 124D.521, as amended.

8. INSURANCE.

The members agree that they will at all times, during the term of this Agreement or any extension thereof, at their own expense, maintain and keep in force comprehensive general public liability insurance against claims for personal injury, death, or property damage arising in connection with this Agreement in the limits set forth in Minnesota Statutes Section 466.04, as amended. The members further agree that they will name the Consortium as an additional insured on said insurance policies and submit certificates of

said insurance to the fiscal agent.

The members agree that they will carry workers' compensation insurance as required by law, and that they will submit certificates of said insurance to the fiscal agent.

In the event that the procured liability coverage does not cover a particular act or omission, each individual member shall not be individually liable unless required by law, but any such liability shall be apportioned amongst the members based upon their percent of enrollment relative to the other members of the Consortium in the 12 months preceding the act or omission.

Activities by the Consortium are intended to be and shall be construed as a "cooperative activity" and the Consortium shall be deemed a "single government unit" for purposes of liability, as set forth in Minnesota Statutes Section 471.59, subd. 1a(b). To the fullest extent permitted by law, each member of the Consortium agrees to defend and indemnify the other members, their school board members, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the activities under this Agreement.

Under no circumstances, however, shall a party be required to pay, on behalf of itself or other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party. Nothing in this Agreement shall constitute a waiver of the rights, benefits, immunities, and privileges that each party is entitled to under federal law or state law.

9. TERM OF AGREEMENT AND TERMINATION.

This term of this Agreement shall run from the date of authorization of the School Boards of each respective member through June 30, 2026, unless it is terminated prior to June 30, 2026 as a result of the Consortium being:

A. Terminated by the mutual consent of the members;

B. Suspended or superseded by a subsequent agreement between the members; or

C. Terminated by operation of law.

If the Agreement is terminated, all assets acquired as a result of the joint exercise of powers pursuant to this Agreement remaining after the date of termination and after payment of any outstanding debts or expenses, shall be returned to those members in good standing on the date of termination in proportion to the respective contributions made by the member.

10. WITHDRAWAL

Upon adoption of a resolution of its School Board, an individual member may withdraw from participation in the Consortium by providing eleven (11) months written notice. Written notice must also be submitted to the Commissioner of the Minnesota Department of Education.

A withdrawing member shall not be entitled to the return of any contributions previously paid, and shall remain jointly liable for all indebtedness made on behalf of the Consortium during the period in which the withdrawing member was a member of the Consortium. The members shall engage in negotiations over the terms of such indebtedness, including the possibility of a settlement and release of liability for withdrawing members.

11. AMENDMENTS.

Proposed amendments must be submitted to the Board for review and approval. Prior to a meeting of the Board at which an amendment of this Agreement will be considered, each Board member shall be given ten (10) days prior written notice of the meeting and the proposed amendment. In order to be approved, amendments must receive a majority vote of those Board members present at a duly qualified meeting at which the vote is taken.

Should an amendment receive the requisite approval from the Board as provided in this section, the amendment shall be submitted to each member School Board represented on the Board. The amendment shall not be enacted unless adopted by the School Board of each member represented on the Board.

12. EFFECTIVE DATE.

The members agree that this Agreement shall become effective upon authorization of the School Boards of each respective member, and shall be enforced from and after that date until terminated in accordance with paragraph 9.

13. AUTHORIZATION.

IN WITNESS WHEREOF, the undersigned member, pursuant to an authorizing resolution of its respective School Board, has caused this Agreement to be signed on the date on the following page.

Chair, Bloomington ISD 271	Clerk, Bloomington ISD 271	Date

Chair, Eden Prairie ISD 272	Clerk, Eden Prairie ISD 272	Date

Chair, Edina ISD 273	Clerk, Edina ISD 273	Date

Chair, Richfield ISD 280	Clerk, Richfield ISD 280	Date

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 19, 2025

Subject: Organization of the Board of Education

(Recommended by the superintendent)

Passage upon a single read of Policy 203: Organization of the Board of Education. The board has already approved a plan to move to even-year elections by reducing the term length of board members elected in 2025 and 2027 to three years. A statement reflecting this has been added to the policy for transparency around this plan.

The policy will keep its place in the 5-year review cycle despite this minor change.

Attachments:
Policy 203: Organization of the Board of Education - redlined

RICHFIELD PUBLIC SCHOOLS

ORGANIZATION OF THE BOARD OF EDUCATION

I. Number of Members and Terms of Office

The board of education shall consist of six voting members. The term of office is four years. The terms shall be so established that three expire at the end of every odd calendar year.

The term of office for board members elected in the years 2025 and 2027 shall be three years. The term of office for board members elected in the year 2028 and beyond shall be four years. Beginning with the year 2028, terms shall be so established that three expire at the end of every even calendar year.

There may be other ex-officio members of the school board as provided by law. The superintendent is a nonvoting ex-officio member. Student representatives may also be appointed as nonvoting ex-officio members of the school board. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

II. Meetings

Official business of the board of education shall be conducted at meetings. Except for the annual organization meeting, described in Section III of this policy, meetings are described in Board Policy 208: Open and Closed Meetings.

III. Annual Organization Meeting

A. Date of Annual Organization Meeting

The annual organization meeting shall be held the first Monday in January or as soon thereafter as practicable (Minn. Stat. §123B.14, Subd. 1).

B. Order of Business at Annual Organization Meeting

1. Call to order by chair
2. Administer oath of office to newly elected board members if applicable
3. Election of chair
4. Elect vice chair
5. Elect clerk
6. Elect treasurer
7. Set the honorarium for board members and board officers
8. Appoint board representatives to each school site

9. Appoint board liaisons to advisory committees and outside organizations

C. The following items will be acted on at the July board meeting.

1. Designation of depositories for school district funds
2. Designation of signatories on accounts
3. Resolution authorizing wire transfer of funds
4. Designation of official newspaper(s)
5. Decision regarding employment of board secretary
6. Decision regarding legal counsel
7. Decision regarding membership in associations

IV. Available Records and Written Materials

A. All records of the board shall be available for inspection on the District website or by request to the board secretary.

B. In any open meeting, a copy of any printed materials relating to the agenda items prepared or distributed by the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

V. Delegations and Requests by Groups and Individuals to the Board

Requests by groups and individuals to publicly address the board are governed by Board Policy 216: Public Comment

VI. Parliamentary Procedure

The board shall adopt as its ethical and parliamentary authority *Robert's Rules of Order.*

VII. District Policy

A set of policy statements shall be maintained and modified as needed to assure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. Whereas these policies exist to support public accountability, the board, or its designee, shall assure that the content of the policies are easily accessible to the public. Policies should define the desire and intent of the school board and should be in a form which is sufficiently explicit to guide administrative action.

A. Policies may be revised, added to, or amended at a regular or special meeting of the board by a majority vote of the members present.

Except when deemed routine or non-controversial, policies, amendments, or additions shall be introduced in policy draft form to the board and shall not be approved until a subsequent meeting. Thus, time shall be given to permit further study and also to give opportunity for interested parties to react.

B. Policies will be organized in accordance with the Minnesota School Board Association system of board policy organization.

C. The board shall conduct a rotational review and appraisal of all policies, with no less than one fifth of board policies scheduled for review and appraisal in each school year.

D. The operation of any section or sections of these policies not established by law may be temporarily suspended by a majority vote of the board at a regular or a special meeting.

E. The board shall post on the District website whenever revisions, additions, amendments and/or deletions are made.

VIII. Officers and Duties

Chair -- The chair shall preside at all meetings of the board and perform such other duties as are required by law. The chair shall assist in setting board agendas and shall assure that board meetings are run efficiently. The chair shall serve as chief spokesperson for the board in communications with other organizations and the media. The chair shall perform various ceremonial duties including speaking on behalf of the board at various District functions. The chair is responsible for coordinating the superintendent evaluation process each year and shall serve as board liaison in communications with the superintendent. The chair is responsible for board member discipline.

Vice Chair -- The vice chair shall serve as chair in the absence of the chair and shall otherwise serve on behalf of the chair as requested by the chair of the board.

Clerk -- The clerk or designee shall keep a record of the proceedings of the board and perform such other duties as are required by law. The clerk or designee shall keep on file all reports, communications, papers and documents relating to the business of the board and shall issue notices of board meetings and perform such other duties as may be required by the board. The clerk or designee shall be responsible for the annual school board election and any other elections called by the board.

Treasurer -- It shall be the duty of the treasurer to sign all financial documents requiring board signature and to perform other duties as required by law.

IX. Vacancy

A. A vacancy on a school board occurs when a member dies, resigns, ceases to be a resident of the district, or is unable to serve on the board and attend its meetings for not less than 90 days because of illness or prolonged absence from the district.

B. Once a vacancy has been declared to exist for the reasons listed in Section IX.A. above, the vacancy shall be filled by clearly following the process outlined in Minn. Stat. 123B.09.

X. Calendar

A. Fiscal Year -- The fiscal and statistical year shall begin on the 1st day of July in each year and end on the 30th of June of the following year.

B. School Year -- The school calendar for the succeeding year shall be approved by the Board in accordance with Minn. Stat. §120A.40 prior to April 1 of each year.

XI. Office Hours of the Clerk

The office hours of the clerk shall coincide with the regular office hours of the superintendent and the district office. The secretary to the superintendent may serve during office hours as designee for the clerk. The official address shall be the District Office located at 401 70th Street West, Richfield MN 55423.

XII. Committees

There shall be no standing committees of the board. Special temporary committees may be appointed by the chair. The duties of such committees shall be outlined at the time of appointment and a special committee shall be considered dissolved when its final report is made and accepted.

Legal References:
Minn. Stat. §120A.40 (School Calendar)
Minn. Stat. §123B.09 (Boards of Independent School Districts)
Minn. Stat. §123B.14 (Officers of Independent School Districts)

Cross References:
Board Policy 208: Open Meetings and Closed Meetings
Board Policy 216: Public Comment

RATIFIED BY THE BOARD OF EDUCATION: December 6, 1971; November 13, 2017
REVIEWED AND REAFFIRMED BY THE BOARD OF EDUCATION:

REVISED BY THE BOARD OF EDUCATION: April 2, 1972; April 19, 1982; July 19, 1982; October 20, 1986; December 11, 1989; January 8, 1990; April 2, 1990; January 3, 1994, April 15, 1996, September 5, 2000, August 1, 2005, January 19, 2016, August 21, 2017; June 5, 2023

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 19, 2025

Subject: Use of Peace Officers and/or Crisis Teams

(Recommended by the superintendent)

A first read of Policy 546: Use of Peace Officers and/or Crisis Teams to Remove Students with IEPs from School Grounds. This policy describes the appropriate use of peace officers and/or crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds when the health, safety, or property of a student, staff member, or the school are endangered. This policy is primarily governed by Minnesota statute.

Attachments:
Policy 546: Use of Peace Officers and/or Crisis Teams to Remove Students with IEPs from School Grounds
MSBA Model Policy 532: Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds

RICHFIELD PUBLIC SCHOOLS

USE OF PEACE OFFICERS AND/OR CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and/or crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds. All students, regardless of status should be treated as individuals and adults in the school district are expected to support students and their best interests.

II. GENERAL STATEMENT OF POLICY

The school district is committed to creating and promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

Outside of crisis type situations governed by this policy and guidelines, student interactions with police are governed by policy 977 and accompanying guidelines.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

A. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).

B. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

C. "School Liaison Officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students. The school district will provide training to the police liaison officer in order to promote an improved understanding of the population of students with disabilities.

D. "Crisis team" means a group of persons, which may include teachers and nonteaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.

E. The phrase "remove the student from school grounds" is the act of securing a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.

F. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan. If such measures fail, or if the crisis team determines that the student's behavior continues to endanger or may endanger the health,

safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the school liaison officer or a peace officer.

B. Removal By School Liaison Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the building administrator, or the building administrator's designee, may request that the school liaison officer or a peace officer remove the student from school grounds. The superintendent or designee shall be informed and consulted in any situation requiring the requested removal of a student pursuant to the implementation of this policy.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

[Note: If the school district uses a different reference name for its student records policy, insert that name in place of the reference to Protection and Privacy of Pupil Records, which is the title of MSBA/MASA Model Policy 515.]

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the school liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

In removing a student with an IEP from school grounds, school liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by Minn. Stat. § 121A.58;

2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;

3. Totally or partially restricting a child's senses as punishment;

4. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;

5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minn. Stat. § 626.556;

6. Physical holding (as defined in Minn. Stat. § 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;

7. Withholding regularly scheduled meals or water; and/or

8. Denying a child access to toilet facilities.

D. Parental Notification and Coordination

If possible prior to the removal, a reasonable attempt shall be made to notify the parents/guardian. Reasonable attempt to notify shall include telephone

and email. If not possible, the building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

If the parent/guardian can be reached and is available, the student will be remanded to the custody of the parent/guardian. If a parent/guardian cannot be reached prior to the removal, the student will be remanded to the custody of the school resource or police officer involved.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minn. Stat § 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by

school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67, Subd. 2 (Aversive and Deprivation Procedures) Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Improvement Act of 2004 (IDEA))
34 C.F.R. § 300.535 (IDEA Regulation Regarding Involvement of Law Enforcement)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

REVISED BY THE BOARD OF EDUCATION: February 18, 2020

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

[NOTE: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

A. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.

B. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.

C. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

D. "Physical holding" means physical intervention intended to hold a child immobile or limit a child's movement, where body contact is the only source of physical restraint, and where immobilization is used to effectively gain control of a child in order to protect a child or other individual from physical injury.

[NOTE: This definition is added to provide clarity for discussion of physical holds later in this policy and in light of recent Minnesota legislative action.]

E. The phrase "remove the student from school grounds" is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.

F. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

[NOTE: The 2024 Minnesota legislature enacted this definition of "school resource officer." MSBA deleted the definition of "police liaison officer" as part of this change. School districts should use the term that reflects their local circumstances.]

G. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).

H. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the school resource officer or a peace officer.

B. Removal By School Resource Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the school resource officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

[NOTE: If the school district uses a different reference name for its student records policy, insert that name in place of the reference to Protection and Privacy of Pupil Records, which is the title of MSBA/MASA Model Policy 515.]

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

1. In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the school resource officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another

2. In removing a student with an IEP from school grounds, school resource officers and school district personnel are further prohibited from engaging in the following conduct:

   a. Corporal punishment prohibited by Minnesota Statutes, section 121A.58;

   b.. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;

   c. Totally or partially restricting a child's senses as punishment;

   d. Denying or restricting a child's access to equipment and devices such as walkers, wheelchairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;

   e. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes, Chapter 260E;

f. Physical holding (as defined above and in Minnesota Statutes, section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;

g. Withholding regularly scheduled meals or water; and/or

h. Denying a child access to toilet facilities.

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minnesota Statutes, section 125A.0942, subdivision 5, and otherwise comply with the requirements of section 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force

by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67 (Removal by Police Officer)
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Act)
34 C.F.R. § 300.535 (Referral to and Action by Law Enforcement and Judicial Authorities)

Cross References:
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment and Prone Restraint)
MSBA/MASA Model Policy 507.5 (School Resource Officers)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

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

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, May 19, 2025

Subject: Donations

(Recommended by the superintendent)

That the board of education accept the following donations with gratitude.

Richfield Middle School received a donation of three benches valued at a total of $480.00 from Elliott Walz of Richfield. These benches have been built by Elliott for inside the pool entrance as part of an Eagle Scout project. RMS also received a donation of $600.00 from the Assistance League of Minneapolis-St. Paul for a summer ropes course experience.

The RHS Spartan Food Shelf received an anonymous donation of $30.00.

The RHS Music Department received a donation of $1,050.00 from the Richfield Spartan Foundation for a marching band banner.

Sheridan Hills Elementary School received a donation of $423.06 from the Sheridan Hills PTO for field trip transportation.

Richfield High School received donations of $120.00 for a summer boxing experience and $1,780.00 for the BWCA trip, both from the Assistance League of Minneapolis-St. Paul.

The RPS Technology Department received a donation of technology equipment and furniture valued at a total of $842.99 from Dan Schott of Vancouver, WA.