

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, August 18, 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 9-35)
 - 1. Spartan Foundation Presentation of Scholarship Check (pages 10-12)
 - 2. Introduction of New Sheridan Hills Principal
 - 3. Summer Programs Overview & Update on After School Partnerships (pages 13-35)
- IV. CONSENT AGENDA
 - A. Routine Matters (pages 36-51)
 - 1. Minutes of the Regular Meeting held August 4, 2025 (pages 37-45)
 - 2. General Disbursements as of 8/13/25 in the Amount of \$1,234,949.86 (pages 46-50)
 - 3. Investment Holdings (page 51)
 - B. Personnel Items (pages 52-53)
- V. OLD BUSINESS
 - A. Policy 712: Credit Card Usage & Administrative Guideline 712.1 (pages 54-58)
 - B. Policy 403: Disability Nondiscrimination (pages 59-62)
- VI. NEW BUSINESS

A. Policies Requiring Annual Review (pages 63-150)

1. Policy 107: Electronic Use and Communications & Administrative Guidelines 107.1 & 107.2 (pages 64-89)
2. Policy 407: Leaves of Absence (pages 90-93)
3. Policy 409: Mandated Reporting of Child Neglect or Physical or Sexual Abuse & Administrative Guideline 409.1 (pages 94-111)
4. Policy 410: Mandated Reporting of Maltreatment of Vulnerable Adults (pages 112-116)
5. Policy 541: Student Behavior & Administrative Guideline 541.1 (pages 117-129)
6. Policy 602: School District System Accountability (pages 130-137)
7. Policy 716: Public Data Requests (pages 138-145)
8. Policy 802: Crisis Management (pages 146-150)

B. Resolution Relating to Election of School Board Members and Calling the School District General Election (pages 151-157)

C. Approval of Payment Credit and Mutual Release Agreement with Metropolitan Transportation Network (pages 158-162)

D. Workers' Compensation Insurance Renewal (pages 163-168)

E. Superintendent Contract 2026-2029 (pages 169-179)

F. Donations (page 180)

VII. ADVANCE PLANNING

A. Legislative Update

B. Information and Questions from Board

C. Suggested/Future Agenda Items

D. Future Meeting Dates

*Tuesday, 9-2-2025	7 p.m.	Regular Board Meeting
9-15-2025	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, August 18, 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
DSLNL:	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, August 18, 2025

Subject: Ongoing Board Calendar

Upcoming Events to Attend:

Tuesday, August 19: New Teacher Welcome Breakfast, 8 a.m. @ RHS
Tuesday, August 19: RDLS PTSO All-School Playdate, 4-6 p.m.
Tuesday, August 26: RPS All Staff Welcome Back Lunch & Kickoff, 11 a.m. @ RHS

Tuesday, September 2: School Board Meeting, 7 p.m.
Monday, September 15: School Board Meeting, 7 p.m.
Saturday, September 13: RHS Girls Tennis 100 Sets Event, 9 a.m.
Saturday, September 20: Homecoming Parade, 9 a.m.
Tuesday, September 23: RMS Latino Night & State of the School, 6 p.m.
Wednesday, September 24: Sheridan Hills Fall Family Engineering Night, 5:30 p.m.

Upcoming Holidays, Heritage Months, and Appreciation Days:

September 1: Labor Day
September is School Board Recognition Month
September 15 – October 15: Hispanic Heritage Month

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

Agenda Item III.A.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 18, 2025

Subject: Superintendent Update

A representative from the Spartan Foundation will present a check for the RHS Scholarship Fund. Superintendent Unowsky will introduce Yvette Garcia, the new principal of Sheridan Hills Elementary School. R-STEM Assistant Principal Jonathan Heyer will present an overview of this year's summer programs.

Attachments:

Spartan Foundation Scholarship Information
Summer Programs Overview Presentation

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

Agenda Item III.B.1.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 18, 2025

Subject: Spartan Foundation Scholarship

Since the Richfield Spartan Foundation was founded in 1990, they have provided generous contributions to Richfield Public Schools and the community of Richfield. These funds have gone toward equipment for athletics and performing arts as well as sponsorships for Richfield students to participate in activities and college scholarships for students with outstanding achievements. Since 2016, the Spartan Foundation has funded approximately 25 student scholarships annually. This year, 30 college scholarships were awarded!

We welcome members of the Richfield Spartan Foundation Board to present the 2025 scholarship check tonight.

The 2025 scholarship recipients are as follows:

Athena Award (Outstanding senior female athlete)
Audrey Olson

Bill Davis Scholarship (Dedication to community service)
Samantha Krueger

Bob Tripanier Memorial (Dedication to RHS community)
Sofia Isiordia Ceja

Career in Aviation Scholarship
Charlotte Clifford

Desmond Family Foundation (To attend Normandale Community College)
Paola Inamagua Carchi

Dick Walker Memorial (Football player with highest GPA)
Samuel Melgar

First Generation College Scholarship
Alina Esquivel Martinez

Anthony Klucas

First Responders Scholarship (Interest in a first responder career, e.g. firefighter, EMS)

Stephanie Espitia Hernandez

Herby Family Education Award (Interest in becoming a teacher or school leader)

Joanna Epler

Nora Mathison

Karnas Family Scholarship (Team-oriented player of softball or baseball)

Jayden Anderson

Michael O'Hagan Memorial Scholarship (Band member with a passion for music)

Jessica Guevara Tezoquipa

Officer Robert Doeden Memorial Scholarship (Commitment to serving the community)

Michael McKnight

Russ Schuveiller Memorial (Outstanding athlete, scholar, and leader)

Drew Bartle

Tait Johnson

Sandahl Family Scholarship (Makes a difference in the lives of others)

Emma Govenat

Steve Grindeland Memorial (First generation college)

Karina Mendoza Lopez

Spooner Award (Outstanding senior male athlete)

Spencer Lewis

Success Against All Odds Scholarship (Perseverance through adversity)

Anzal Bashir

Gustav Franklin

Aniiya Johnson

Warner Standing Bear

Margaret Thompson

Technical/Community College Scholarship

Dylan Ortiz Sanchez

Top Scholar Award (Academic top 10%, leadership, community involvement)

Ruby Jongsma

Amelia Rheinhart

Perla Silverio Campos

Underdog Scholarship (Majority of education involved in RPS athletics)
Elijah Iheanetu

Yamamoto Education Award (Interest in becoming a teacher or school leader)
Brenda Jaimes Morales

Enriching and accelerating learning



Summer Programs Overview 2025

Jonathan Heyer

August 18, 2025

Enriqueciendo y acelerando el aprendizaje



RICHFIELD

PUBLIC SCHOOLS

AGENDA

- Summer Programming Mission and Vision
- Gratitude
- Program & Site Specific Data
 - Enrollment
 - Programming
 - Community Partners (if applicable)
 - Student Achievement (if available)
- Reflections
- Update on Beacons Partnership
- Questions

Mission and Vision



RICHFIELD
PUBLIC SCHOOLS

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

Richfield Summer Programs:

Richfield summer programs create opportunities for students to make deep connections with peers and caring adults while meeting students' academic and social emotional needs in a fun, safe and responsive environment.

RPS Pillars: Community, Equity, Excellence



Gratitude



RICHFIELD
PUBLIC SCHOOLS

Learning never stops!

Learning never stops because of all the amazing people making summer programs happen for Richfield students and families!



Richfield Summer Programs



RICHFIELD
PUBLIC SCHOOLS

Elementary
Grades 1-5
STEM

Sarah Hutton & Jonathan
Heyer

Middle
School
Grades 6-8
RMS

Katie Stephens & Kristine Blunt

ESY
Grades
Pre K -12+
STEM/CEC/
RMS/SEC

Amber Lampron, Deb Greeley, Sarah
Smith & Dr. Jennifer Krueger

Spartan
Camp
Grade 9
RHS

Robin Conley

Credit
Recovery
Grade 10-12
RHS

Robin Conley

Language
Enrichment
Academy

Site Leaders & Dr. Willhite



Summer Programming Enrollment

	2022	2023	2024	2025
Elementary (rising 1st-5th)	363	366	402	383
Middle School (rising 6th-8th)	114	162	153	173
Extended School Year (ESY)	146	130	140	129
Spartan Camp (rising 9th)	20	60	66	61
Credit Recovery (rising 10th-12th)	95	102	124	116
Language Enrichment Academy (1-12)	—	79	77	81
Total Students	738	899	962	943

Elementary Enrollment Demographics



RICHFIELD
PUBLIC SCHOOLS

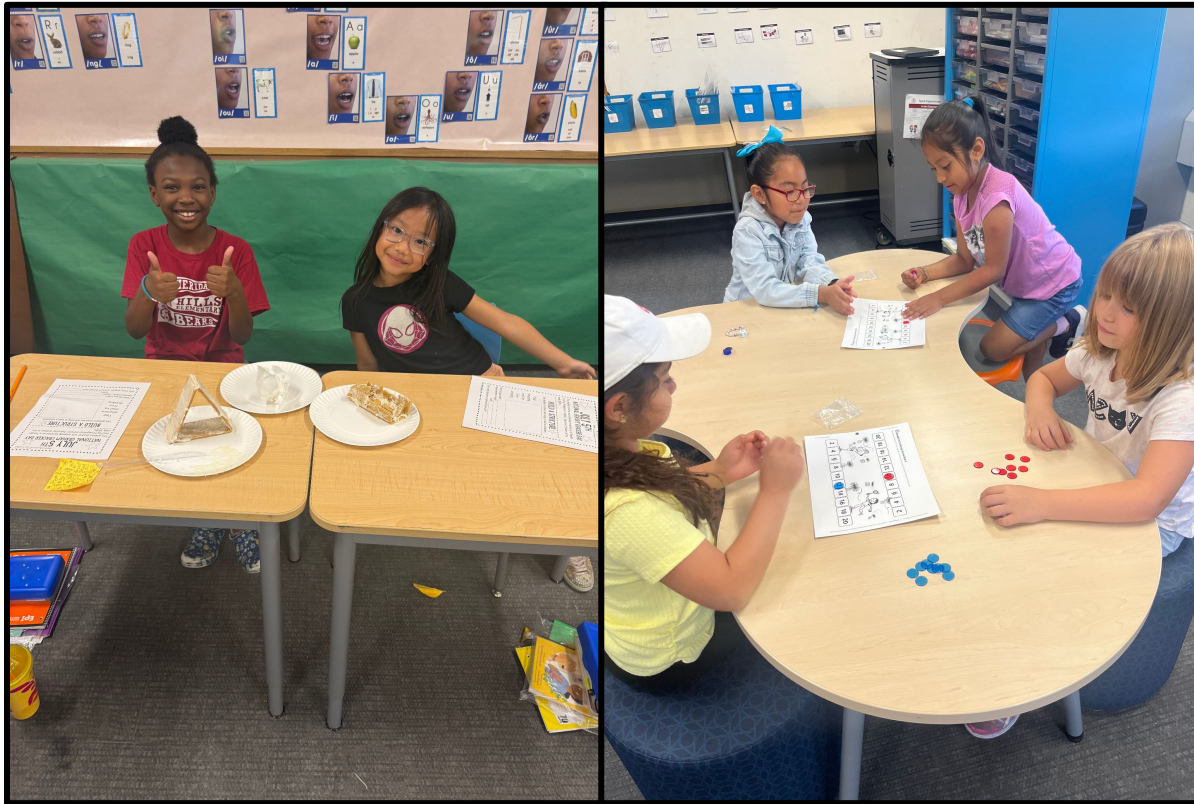
Elementary
Grades 1-5
STEM

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Total Enrollment	363	366	402	383
Average Daily Attendance	78.5%	80.5%	84%	80%
Native & Indigenous	0.5%	0.3%	0.6%	2.1%
Asian	4.9%	3.8%	0.6%	2.7%
Black	17.7%	14.8%	17%	12.6%
Hawaiian Pacific Islander	—	—	—	—
Hispanic	56.8%	59.8%	61.4%	63%
Two or more	3.2%	5.5%	3.8%	5.1%
White, Non-Hispanic	16.9%	15%	16.7%	14.2%

Elementary Programming



RICHFIELD
PUBLIC SCHOOLS



Dedicated community building: Focusing on connection

Reading, writing and math blocks: Targeted academics to help all students grow

Enrichment: Students participate in a variety of enrichment activities daily

Community Partners



RICHFIELD
PUBLIC SCHOOLS

Elementary
Grades 1-5
STEM

D.E.L.O.R.E.S. Works:

Robotics, Soccer, Coding, Flag Football, Music and Dance classes.

BEACONS:

After school programming focusing on student interests, fun, social emotional learning, and community building.

Beacons also offered a 3-week summer camp that began after summer programs ended.

Student Academic Achievement



RICHFIELD
PUBLIC SCHOOLS

Elementary
Grades 1-5
STEM

MATH:

- 78% of students showed improvement from their pre-assessment math score.

READING:

- 60% of students showed improvement from their spring targeted literacy assessment.

Middle School Enrollment Demographics



RICHFIELD
PUBLIC SCHOOLS

Middle
School
Grades 6-8
RMS

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Total Enrollment	114	161	153	173
Average Daily Attendance	66.8%	81.7%	74.5%	76%
Native & Indigenous	–	0.6%	0.4%	–
Asian	1.6%	3.11%	0.2%	2.4%
Black	17.8%	15.5%	16.7%	13.6%
Hawaiian Pacific Islander	–	–	–	–
Hispanic	64.5%	60.2%	65%	62.7%
Two or more	7.7%	8.1%	6.1%	6%
White, Non-Hispanic	8.3%	10.6%	11.6%	15.7%

Middle School Programming



RICHFIELD
PUBLIC SCHOOLS

Community Building and Connection

- SEL focus including student interests, fun, connection, and community building

Math

- Develop priority math skills, both at grade level and above
- Preview math material for the following year, so students feel like experts

Language Arts

- Working on reading and writing skills tied to fluency and comprehension

**Middle
School
Grades 6-8
RMS**

Community Partners



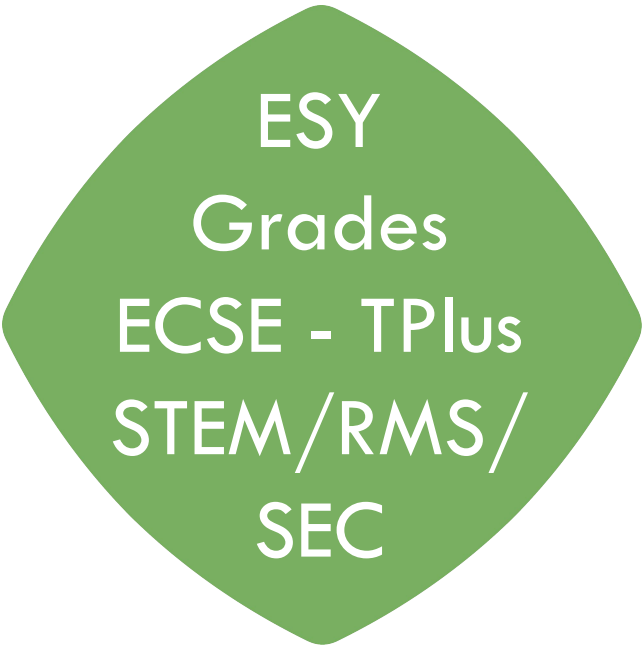
RICHFIELD
PUBLIC SCHOOLS

Middle
School
Grades 6-8
RMS

BEACONS:

Enrichment opportunities focusing on student interests, fun, social emotional learning and community building. Classes were embedded into the school day so all students benefited from this partnership.

ESY (Extended School Year) Enrollment



	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Total Enrollment	116 (K-21) 30 (ECSE)	93 (K-21) 37 (ECSE)	106 (K-21) 34 (ECSE)	95 (K-21) 34 (ECSE)
Average Daily Attendance	78.3% (K-21) 92% (ECSE)	83.75% (K-21) 86% (ECSE)	73% (K-21) 85.4% (ECSE)	73.6% (K-21) 79.8% (ECSE)

Extended School Year (ESY) is a special education service provided by Richfield Public Schools to eligible children and youth with disabilities beyond the instructional year. The purpose of ESY is to maintain skills rather than acquire new skills. The IEP team determines eligibility of ESY services under the standards of regression and self-sufficiency on an annual basis. Student ages range from 3-21, and services are provided in a variety of buildings.

Spartan Camp Enrollment Demographics



RICHFIELD
PUBLIC SCHOOLS



	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Total Enrollment	20	60	66	61
Average Daily Attendance	75% (15)	52.5% (32)	60.6% (40)	79.2% (39)
Native & Indigenous	5%	1.7%	—	—
Asian	—	—	1.5%	1.7%
Black	10%	18.3%	12.5%	13.6%
Hawaiian Pacific Islander	—	—	—	—
Hispanic	75%	56.7%	63%	64.4%
Two or more	10%	6.7%	5.5%	5.1%
White, Non-Hispanic	—	13.3%	17.5%	15.3%

Spartan Camp



RICHFIELD
PUBLIC SCHOOLS

Spartan
Camp
Grade 9
RHS

Spartan Camp Program:

- Getting to know the high school and some of the amazing staff
- Building and strengthening relationships with peers
- Learning and practicing academic strategies
- Experiencing elective course previews (Art, Culinary, Cycling and Child Development)
- Community Partnerships: Beacons (Enrichment)

****Students earn a .5 credit****

Spartan Camp (Elective Course Previews)



RICHFIELD
PUBLIC SCHOOLS

Spartan
Camp
Grade 9
RHS



Credit Recovery Enrollment Demographics



RICHFIELD
PUBLIC SCHOOLS

Credit
Recovery
Grade 10-12
RHS

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Total Enrollment	95	102	124	116
Credits Earned	40	71	95	142
Native & Indigenous	2.1%	1%	—	0.9%
Asian	2.1%	3%	4%	3.5%
Black	23.2%	19%	17%	17.5%
Hawaiian Pacific Islander	—	—	—	—
Hispanic	46.3%	63%	62.6%	57.9%
Two or more	16.8%	3%	10.6%	11.4%
White, Non-Hispanic	7.4%	11%	5.7%	9.6%

Credit Recovery



RICHFIELD
PUBLIC SCHOOLS

Credit
Recovery
Grade 10-12
RHS

Credit Recovery: Opportunity for students to earn credit in courses that they had previously failed. Students complete work on individualized courses at their own pace. This summer students earned **142 credits!**



Language Enrichment Academy Enrollment Demographics

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2024</u>
Total Enrollment	–	79	77	81
Average Daily Attendance	–	81.1%	79.3%	78%

Language Enrichment Academy

Language Enrichment Academy:

- We had five sections of Language Enrichment Academies across all grade levels and served 81 students who are new to the English language.
- Classes focused on academic language through STEM related topics.
- Students also experienced the enrichment activities offered at the elementary and middle school programs.



Reflections and Future Planning

Reflections

- Six-week credit recovery program was a larger success
- Increasing the elementary and middle school programs to five weeks did not significantly affect attendance
- Spartan Camp attendance increased with outreach support
- We continue to enjoy success with robust and diverse programs including the work of our community partners

Future Planning

- Continue efforts to increase Spartan Camp enrollment and attendance
- Refining curriculum to meet student needs
- Creative solutions to maintain programming in light of decreasing community partner funding
- Continue to building on our successful summer programming



Update on Beacons Partnership

- 21st Century grant funding has not been awarded.
- Without this funding, we cannot operate the Beacons program or move forward with planned expansion.
- This would leave a program and childcare gap at Centennial.
- We are exploring solutions to address this need.
- Current plan includes:
 - If there is enough interest in a paid program, launching a Community Education—run after-school care program at Centennial.
 - Expanding Targeted Services through DREAMS Academy programming.
 - Increasing Community Education enrichment classes.

While these options are not all free like Beacons, we are committed to keeping costs as low as possible for families.



Learning never stops!

CONSENT AGENDA – FOR ACTION

Agenda Item IV.A.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 18, 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 August 4, 2025
 - Disbursements from the August 4, 2025 Meeting
 - Checks & E-pay Register from the August 4, 2025 Meeting
 - Superintendent's Report and Agenda Meeting Minutes from August 4, 2025
2. General Disbursements as of 8/13/25 in the Amount of \$1,234,949.86
 - Disbursements for the August 18, 2025 Meeting
 - Checks & E-pay Register for the August 18, 2025 Meeting
3. Investment Holdings
 - Investment Holdings as of July 31, 2025

P-Cards, Checks, E-Pays & Wires

08/04/2025 BOARD REPORTS

BANK 05	DATE	AMOUNT
Checks		
FY25-Period 13	7/10/2025	377,137.21
FY25-Period 13	7/16/2025	18,074.73
FY25-Period 13	7/23/2025	25,110.38
FY26-Period 1	7/9/2025	116,888.75
FY26-Period 1	7/16/2025	70,912.91
FY26-Period 1	7/23/2025	465,690.44
FY25-Period 13	7/28/2025	42,837.51
P-Cards June 25 (Period 13)	7/3/2025	68,289.94
E-Pays	7/11/2025	1,272.73
Wires	7/14/2025	50,372.04
Wires	7/29/2025	2,336,093.75
CHECK REGISTER BANK 05 TOTAL =		3,572,680.39

BREAKDOWN	
01-206-00	795,688.73
02-206-00	41,465.15
03-206-00	105,659.88
04-206-00	4,330.34
06-206-00	114,326.65
07-206-00	2,269,118.75
18-206-00	-
20-206-00	171,661.55
21-206-00	1,554.34
47-206-00	68,875.00
BANK TOTAL =	3,572,680.39

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	V2600049	07/03/2025	P-CARD BAIRD LISA	R	1,427.90
01	V2600050	07/03/2025	P-CARD BARLOW ERICA	R	3,116.88
01	V2600051	07/03/2025	P-CARD BROWN MATTHEW	R	3,264.57
01	V2600052	07/03/2025	P-CARD BRUNNER PATTI	R	7,423.23
01	V2600053	07/03/2025	P-CARD CARUSO MATTHEW	R	398.30
01	V2600054	07/03/2025	P-CARD CRUZ ESTEVA JENNIFER	R	2,855.77
01	V2600055	07/03/2025	P-CARD GEURINK AREND	R	822.22
01	V2600056	07/03/2025	P-CARD GONZALEZ CHRISTINA	R	1,745.21
01	V2600057	07/03/2025	P-CARD HUERTA-ANAYA ALICIA	R	1,351.02
01	V2600058	07/03/2025	P-CARD KRETSINGER DAN	R	1,931.65
01	V2600059	07/03/2025	P-CARD LEWIS JENNIFER	R	883.82
01	V2600060	07/03/2025	P-CARD LUNDY MICHELLE	V	0.00
01	V2600061	07/03/2025	P-CARD LUNDY MICHELLE	R	14,600.92
01	V2600062	07/03/2025	P-CARD MAHONEY COLLEEN	R	122.91
01	V2600063	07/03/2025	P-CARD MANNING MICHAEL	R	108.44
01	V2600064	07/03/2025	P-CARD MCCLENDON LAURA	R	63.65
01	V2600065	07/03/2025	P-CARD MCGINN DAN	R	69.18
01	V2600066	07/03/2025	P-CARD MORALES LIZETTE	R	17,500.48
01	V2600067	07/03/2025	P-CARD PETERSON CHRIS	R	4,719.68
01	V2600068	07/03/2025	P-CARD SETZER ALEXIS	R	20.89
01	V2600069	07/03/2025	P-CARD SKARE-KLECKER AMY	R	1,042.98
01	V2600070	07/03/2025	P-CARD SMITH JENNIFER	R	978.34
01	V2600071	07/03/2025	P-CARD STACHEL NANCY	R	1,374.92
01	V2600072	07/03/2025	P-CARD VENTURA PEREZ RAMIRO	R	406.20
01	V2600073	07/03/2025	P-CARD WILLHITE KASYA	R	471.58
01	V2600074	07/03/2025	P-CARD WOODS KELLY	R	871.09
01	V2600075	07/03/2025	P-CARD YUNKER AUBREE	R	718.11
01	315724	07/09/2025	ADVANCED COMMERCIAL KITCHENS	R	1,878.49
01	315725	07/09/2025	ANOKA-HENNEPIN SCHOOLS, ISD #11	R	650.00
01	315726	07/09/2025	ARBITERSPORTS LLC	R	108.10
01	315727	07/09/2025	ARVIG ENTERPRISES INC	R	3,707.90
01	315728	07/09/2025	BCN TELECOM, INC TBS	R	928.24
01	315729	07/09/2025	BOND TRUST SERVICES CORP	R	1,900.00
01	315730	07/09/2025	CENTURYLINK	R	120.80
01	315731	07/09/2025	CINTAS CORPORATION NO 2	R	149.06
01	315732	07/09/2025	CMC NEPTUNE LLC	R	2,800.00
01	315733	07/09/2025	COMCAST BUSINESS	R	426.05
01	315734	07/09/2025	D.E.L.O.R.E.S WORKS, INC.	R	5,550.00
01	315735	07/09/2025	DIGITAL INSURANCE LLC	R	5,206.00
01	315736	07/09/2025	DOOR SERVICE MIDWEST	R	362.50
01	315737	07/09/2025	EDUCATORS BENEFIT CONSULTANTS LLC	R	524.33
01	315738	07/09/2025	WW GRAINGER INC	R	86.44
01	315739	07/09/2025	HAWKINS INC	R	861.47
01	315740	07/09/2025	HILLYARD MINNEAPOLIS	R	2,015.25
01	315741	07/09/2025	ISD #271	R	6,389.00
01	315742	07/09/2025	KINECT ENERGY INC	R	558.00
01	315743	07/09/2025	LIMBLE SOLUTIONS, INC.	R	23,700.00
01	315744	07/09/2025	MATH LEARNING CENTER	R	2,052.00
01	315745	07/09/2025	ONEBRIDGE BENEFITS INC.	R	5,207.00
01	315746	07/09/2025	RACKCOACH	R	1,000.00
01	315747	07/09/2025	REALLY GOOD STUFF	R	321.91
01	315748	07/09/2025	RENAISSANCE	R	37,598.25
01	315749	07/09/2025	SCHOOL SERVICE EMPLOYEES UNION	R	1,284.74
01	315750	07/09/2025	SHERWIN WILLIAMS CO	R	394.08
01	315751	07/09/2025	SMARTSENSE BY DIGI	R	1,620.00

01	315752	07/09/2025	TRACY D BULLOCK	R	525.00
01	315753	07/09/2025	TRIO SUPPLY COMPANY	R	1,426.14
01	315754	07/09/2025	UPPER LAKES FOODS	R	7,177.89
01	315755	07/09/2025	VERIZON WIRELESS	R	360.11
01	315756	07/10/2025	ADVANCED COMMERCIAL KITCHENS	R	1,460.20
01	315757	07/10/2025	BIX FRUIT COMPANY	R	1,216.94
01	315758	07/10/2025	BRAUN INTERTEC CORP	R	8,300.00
01	315759	07/10/2025	BRENNAN CONSTRUCTION OF MN, INC.	R	106,026.65
01	315760	07/10/2025	CATALYST BUYING GROUP LLC	R	2,300.21
01	315761	07/10/2025	CEDAR SMALL ENGINE	R	272.24
01	315762	07/10/2025	CITY OF RICHFIELD	R	1,856.88
01	315763	07/10/2025	CUB FOODS	R	203.58
01	315764	07/10/2025	D.E.L.O.R.E.S WORKS, INC.	R	9,250.00
01	315765	07/10/2025	DICKS SANITATION SERVICE, INC (DSI)	R	8,233.54
01	315766	07/10/2025	DS ERICKSON & ASSOC	R	1,656.39
01	315767	07/10/2025	KEMPS LLC	R	515.13
01	315768	07/10/2025	KREMER SERVICES LLC	R	18,279.36
01	315769	07/10/2025	LOFFLER COMPANIES	R	3,028.73
01	315770	07/10/2025	MAXORPLUS, LTD	R	75,499.85
01	315771	07/10/2025	METROPOLITAN MECHANICAL CONTRACTORS	R	12,804.82
01	315772	07/10/2025	MUSKA ELECTRIC CO.	R	632.12
01	315773	07/10/2025	NEW DOMINION SCHOOL	R	4,782.44
01	315774	07/10/2025	PAYDHEALTH	R	1,023.09
01	315775	07/10/2025	PITNEY BOWES INC	R	111.00
01	315776	07/10/2025	PLUNKETT'S /VARMINT GUARD	R	1,164.72
01	315777	07/10/2025	SOURCEWELL	R	14,918.75
01	315778	07/10/2025	SQUIRES, WALDSPURGER & MACE, P.A.	R	11,674.69
01	315779	07/10/2025	TWIN CITY TRANSPORTATION	R	79,051.11
01	315780	07/10/2025	XCEL ENERGY	R	12,874.77
01	V2600076	07/11/2025	MATTHEW S CARUSO	R	990.99
01	V2600077	07/11/2025	RACHEL GENS	R	137.20
01	V2600078	07/11/2025	THERESA L HALPERN	R	20.00
01	V2600079	07/11/2025	BAILEY HOLLIS	R	50.00
01	V2600080	07/11/2025	JENNIFER KRUEGER	R	74.54
01	V2600081	07/14/2025	GOVERNMENT LEASING	R	50,372.04
01	315781	07/16/2025	ALERUS RETIREMENT AND BENEFITS	R	900.60
01	315782	07/16/2025	BACHMANS INC	R	524.99
01	315783	07/16/2025	CITY OF RICHFIELD	R	3,812.27
01	315784	07/16/2025	JARED R NELSON	R	300.00
01	315785	07/16/2025	LOFFLER COMPANIES	R	10,558.63
01	315786	07/16/2025	PROPIO LS, LLC	R	11.85
01	315787	07/16/2025	ST THOMAS ACADEMY	R	470.00
01	315788	07/16/2025	VISITATION SCHOOL	R	338.39
01	315789	07/16/2025	WOODCRAFT	R	1,158.00
01	315790	07/16/2025	ADVANCED COMMERCIAL KITCHENS	R	1,466.73
01	315791	07/16/2025	AI TECHNOLOGIES LLC	R	240.00
01	315792	07/16/2025	BIX FRUIT COMPANY	R	611.71
01	315793	07/16/2025	BCBS OF MINNESOTA & BLUE PLUS	R	9,384.00
01	315794	07/16/2025	CDW GOVERNMENT INC	R	375.72
01	315795	07/16/2025	COMCAST BUSINESS	R	561.05
01	315796	07/16/2025	D.E.L.O.R.E.S WORKS, INC.	R	7,400.00
01	315797	07/16/2025	HOPE CHURCH	R	15,910.11
01	315798	07/16/2025	IMPROVE YOUR TOMORROW, INC.	R	5,000.00
01	315799	07/16/2025	KEMPS LLC	R	424.20
01	315800	07/16/2025	MASSP-MN ASSOCIATION	R	984.00
01	315801	07/16/2025	MAXORPLUS, LTD	R	23,097.22

01	315802	07/16/2025	PAN O GOLD BAKING CO	R	63.00
01	315803	07/16/2025	PREMIUM WATERS INC	R	39.00
01	315804	07/16/2025	PROFESSIONAL WIRELESS COMMUNICATION	R	4,416.00
01	315805	07/16/2025	UNITED HEALTHCARE/AARP MEDICARE RX	R	92.20
01	315806	07/16/2025	UNITED HEARTHCARE /AARP MEDICARE RX	R	92.20
01	315807	07/16/2025	UNITEDHEALTHCARE	R	655.91
01	315808	07/16/2025	XCEL ENERGY	R	99.86
01	315809	07/23/2025	AMSD-ASSOC OF METRO SCHOOL DIST	R	9,184.00
01	315810	07/23/2025	AQUA NORTH SOLUTIONS LLP	R	3,537.00
01	315811	07/23/2025	BENCHMARK EDUCATION COMPANY, LLC.	R	5,841.00
01	315812	07/23/2025	BIX FRUIT COMPANY	R	2,899.85
01	315813	07/23/2025	BLUUM OF MINNESOTA, LLC	R	16,605.00
01	315814	07/23/2025	BUSINESS ESSENTIALS	R	24,763.20
01	315815	07/23/2025	CDW GOVERNMENT INC	R	72,485.64
01	315816	07/23/2025	CESO FINANCE, LLC	R	10,000.00
01	315817	07/23/2025	CINTAS CORPORATION NO 2	R	298.12
01	315818	07/23/2025	COMCAST	R	446.39
01	315819	07/23/2025	CONSOLIDATED COMMUNICATIONS	R	3,482.30
01	315820	07/23/2025	CONTINENTAL RESEARCH CORP	R	2,127.67
01	315821	07/23/2025	D.E.L.O.R.E.S WORKS, INC.	R	7,400.00
01	315822	07/23/2025	DARRYL WALETZKO LLC	R	11,100.00
01	315823	07/23/2025	ECM PUBLISHERS INC	R	107.50
01	315824	07/23/2025	FOLLETT SOFTWARE, LLC	R	13,946.28
01	315825	07/23/2025	FREEWAY FORD	R	15.56
01	315826	07/23/2025	FRONTLINE TECHNOLOGIES GROUP LLC	R	47,227.06
01	315827	07/23/2025	WW GRAINGER INC	R	340.49
01	315828	07/23/2025	GROUP MEDICAREBLUE RX	R	8,325.00
01	315829	07/23/2025	HILLYARD MINNEAPOLIS	R	2,893.70
01	315830	07/23/2025	IDEAL ENERGIES SOLAR LEASE 2021,LLC	R	7,759.09
01	315831	07/23/2025	KEMPS LLC	R	1,097.20
01	315832	07/23/2025	LOFFLER	R	1,031.91
01	315833	07/23/2025	MADISON NATIONAL LIFE INS CO INC	R	8,502.31
01	315834	07/23/2025	MAXORPLUS, LTD	R	67,139.43
01	315835	07/23/2025	MIDWEST BUS PARTS INC	R	500.50
01	315836	07/23/2025	MINUTEMAN PRESS EDINA	R	520.00
01	315837	07/23/2025	NAPA AUTO PARTS	R	64.86
01	315838	07/23/2025	POWERSCHOOL GROUP LLC	R	31,350.00
01	315839	07/23/2025	QUALTRICS, LLC	R	20,837.29
01	315840	07/23/2025	RYAN JEANNIE M	R	971.28
01	315841	07/23/2025	SCHOOL SERVICE EMPLOYEES UNION	R	1,509.74
01	315842	07/23/2025	SCHOOLMINT INC.	R	6,000.00
01	315843	07/23/2025	SHERWIN WILLIAMS CO	R	361.80
01	315844	07/23/2025	SOLARWINDS	R	21,804.00
01	315845	07/23/2025	STONE ARCH STUDIO LLC	R	140.00
01	315846	07/23/2025	SYSTEM IMPACT CONSULTING	R	10,000.00
01	315847	07/23/2025	UPPER LAKES FOODS	R	3,989.55
01	315848	07/23/2025	VITAMINK12, LLC	R	900.00
01	315849	07/23/2025	WENGER CORPORATION	R	16,258.55
01	315850	07/23/2025	WISEIDENTITY LLC	R	7,189.20
01	315851	07/23/2025	XCEL ENERGY	R	14,737.97
01	315852	07/23/2025	ADVANCED COMMERCIAL KITCHENS	R	1,190.19
01	315853	07/23/2025	AQUA ENGINEERING INC	R	723.15
01	315854	07/23/2025	BIX FRUIT COMPANY	R	261.50
01	315855	07/23/2025	CAPITAL ONE TRADE CREDIT	R	6.11
01	315856	07/23/2025	MARIA SPERL	R	1,677.50
01	315857	07/23/2025	CONTEMPORARY TRANSPORTATION LLC	R	1,815.00

01	315858	07/23/2025	KREMER SERVICES LLC	R	1,000.00
01	315859	07/23/2025	METROPOLITAN MECHANICAL CONTRACTORS	R	16,057.45
01	315860	07/23/2025	PROPIO LS, LLC	R	97.65
01	315861	07/23/2025	TRIO SUPPLY COMPANY	R	298.08
01	315862	07/23/2025	UNIVERSITY LANGUAGE CENTER	R	208.00
01	315863	07/23/2025	WI CENTER FOR EDUCATION RESEARCH	R	1,378.50
01	315864	07/23/2025	ZONEONE LOCATING	R	397.25
01	315865	07/28/2025	BUILDING CONTROLS & SOLUTIONS	R	396.34
01	315866	07/28/2025	HARVEST TECHNOLOGY GROUP, INC.	R	42,441.17
01	V2600082	07/29/2025	BOND TRUST SERVICES CORP	R	2,336,093.75
Total Pcard, Checks, Epays & Wire Register					3,572,680.39

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, August 4, 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, August 4, 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: Cole, Liss and Spencer. Pollis was not able to attend.

Administrators present were Superintendent Unowsky, Senior Executive Officer Clarkson and Senior Executive Officer Holje. Student representative Vanessa Rosas Miguel was also present.

II. REVIEW AND APPROVAL OF THE AGENDA

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

Banks Kupcho joined the meeting at 7:05 p.m.

III. INFORMATION AND PROPOSALS - NON-ACTION ITEMS

- A. Superintendent Update
 - 1. Board Goals for 2025-2026
 - 2. School Board Member Handbook Draft
- B. Commendation

IV. CONSENT AGENDA

- A. Routine Matters
 - 1. Minutes of the Regular Meeting held July 14, 2025
 - 2. General Disbursements as of 7/29/25 in the Amount of \$3,572,680.39
- B. Personnel Items

Full-Time Certified Probationary Year 1 of 1

Kyle Gallagher - Special Education Teacher - Richfield High School
Effective: 8/19/2025

Chloe Imhoff – Early Childhood Family Education - Central Education Center
Effective: 8/19/2025

David Johnston - Special Education Teacher - Richfield Middle School

Effective: 8/19/2025

Christine Manteufel – Work-Based Learning Teacher - Transition Plus/SEC

Effective: 8/19/2025

Rebecca Reichel – School Social Worker – Sheridan Hills

Effective: 8/19/2025

Andrea Winkler - Special Education Teacher - Transition Plus/SEC

Effective: 8/19/2025

Full-Time Certified Probationary Year 1 of 3

Tyler Thrash - Physical Education Teacher - R-STEM Elementary

Effective: 8/19/2025

Certified TIER 2 Teacher Contract

Kaylee Anderson – Special Education Teacher - Richfield High School

Effective: 8/22/2025

Certified TIER 1 Teacher Contract

Justin Fogel – Business and Computer Science Teacher - Richfield High School

Effective: 8/22/2025

Classified Full-Time Administrative Assistant for Employment

Greta Odden - Administrative Assistant 3 – Centennial Elementary School

Effective: 08/01/2025

Classified Full-Time Paraprofessional for Employment

Brizaida Saavedra - Special Education Paraprofessional – RDLS

Effective: 09/03/2025

Kathryn Jones - Campus Supervisor – Richfield Middle School

Effective: 09/02/2025

Kyle Hughes - Campus Supervisor – Richfield Middle School

Effective: 09/02/2025

Grace Jackson - Career and College Instructional Paraprofessional – RMS

Effective: 09/02/2025

Demetrius Edwards - Special Education Paraprofessional – Richfield High School

Effective: 09/02/2025

Melanie Pichardo Terrones - Clerical Paraprofessional – Richfield High School

Effective: 09/02/2025

Classified Full-Time Facilities & Transportation Reclassification

Vladimir Toledo - Lead Custodian – Central Education Center

Effective: 07/18/2025

Classified Full-Time Paraprofessional Resignation

Colleen Nollenberger - Instructional Paraprofessional – Richfield High School

Effective: 06/05/2025

Years of Service: 6

Classified Part-Time Paraprofessional Resignation

Terry Hinton - Managerial Paraprofessional – Centennial Elementary School
Effective: 06/05/2025
Years of Service: 1.5

Classified Full-Time Paraprofessional Position Elimination

Brizaida Saavedra - Instructional Paraprofessional – RDLS
Effective: 06/05/2025

Classified Full-Time Student Engagement Specialist Position Elimination

Kathryn Jones - Student Engagement Specialist – Richfield Middle School
Effective: 06/05/2025

C. Bid Awards - Produce Vendor & Local Apple Vendor

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

V. OLD BUSINESS

A. Policy 710: Petty Cash & Administrative Guideline 710.1 - third read

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

B. Policy 712: Credit Card Usage & Administrative Guideline 712.1 - second read

VI. NEW BUSINESS

A. Amended Resolution Designating Polling Places for 2025

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

B. Miscellaneous Pay Rates for 2025-2026

Motion by Liss, seconded by Banks Kupcho, and unanimously carried, the board of education approved the pay rates.

C. Authorization to Award Supplementary Student Transportation Services Agreement

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

D. Policy 301: Organizational Chart & Policy 302: Position Assignments - single read

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

E. Policy 403: Disability Nondiscrimination - first read

VII. ADVANCE PLANNING

- A. Legislative Update
- B. Information and Questions from Board
- C. Suggested/Future Agenda Items
- D. Future Meeting Dates

8-18-2025	7 p.m.	Regular Board Meeting - Public Comment
*Tuesday, 9-2-2025	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 Liss, and unanimously carried, the board of education moved into closed session at 8:01 p.m. Attending the closed session were Carter, Cole, Liss and Spencer. Superintendent Unowsky, Senior Executive Officer Holje and Director of HR Axell were also present.

IX. REOPEN MEETING

Motion by Spencer, seconded by Cole, and unanimously carried, the board of education moved into open session at 8:49 p.m. with the following board members present: Carter, Cole, Liss and Spencer. Superintendent Unowsky and Senior Executive Officer Holje were also present.

XII. ADJOURN REGULAR MEETING

Chair Carter adjourned the meeting at 8:50 p.m.

Checks, Pcards, E-Pays & Scholarships 08/18/2025 BOARD REPORTS

BANK 05	DATE	AMOUNT
Checks		
FY25-Period 13	7/30/2025	43,781.26
	7/31/2025	326,161.50
	8/4/2025	47,344.43
FY25-Period 13	8/6/2025	39,989.32
	8/6/2025	706,461.06
FY25-Period 13	8/7/2025	17,701.91
	8/13/2025	1,566.50
P-Cards July 25 (Period 13 & July)	8/4/2025	38,716.88
E-Pays	8/7/2025	4,227.00
Scholarships	8/7/2025	9,000.00

CHECK REGISTER BANK 05 TOTAL =	1,234,949.86
---------------------------------------	---------------------

BREAKDOWN	
01-206-00	790,155.00
02-206-00	22,669.24
03-206-00	23,625.01
04-206-00	24,766.96
06-206-00	273,684.05
07-206-00	-
18-206-00	9,000.00
20-206-00	91,049.60
21-206-00	
47-206-00	
BANK TOTAL =	
	1,234,949.86

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	315867	07/30/2025	CITY OF RICHFIELD	R	7,528.51
01	315868	07/30/2025	INSTITUTE FOR ENVIROMENTAL	R	8,995.36
01	315869	07/30/2025	JUMP CITY INC.	R	992.16
01	315870	07/30/2025	KINECT ENERGY INC	R	21,958.36
01	315871	07/30/2025	LB CARLSON LLP	R	3,650.00
01	315872	07/30/2025	RED BALLOON BOOKSHOP	R	656.87
01	315873	07/31/2025	APPLE INC.	R	1,989.00
01	315874	07/31/2025	ASPEN EQUIPMENT CO	R	564.11
01	315875	07/31/2025	BATTERIES R US	R	1,894.69
01	315876	07/31/2025	BEST PLUMBING SPECIALTIES, INC.	R	719.92
01	315877	07/31/2025	CANON USA	R	4,747.36
01	315878	07/31/2025	CESA 5	R	3,475.00
01	315879	07/31/2025	CYBERSOFT TECHNOLOGIES	R	8,945.00
01	315880	07/31/2025	D.E.L.O.R.E.S WORKS, INC.	R	7,400.00
01	315881	07/31/2025	DARRYL WALETZKO LLC	R	4,300.00
01	315882	07/31/2025	DELEGARD TOOL COMPANY	R	179.69
01	315883	07/31/2025	ACTIVE INTERNET TECHNOLOGIES, LLC	R	3,500.00
01	315884	07/31/2025	GONZALEZ JOSUE	R	184.83
01	315885	07/31/2025	HAWKINS INC	R	894.39
01	315886	07/31/2025	HAAG COMPANIES, INC.	R	72.00
01	315887	07/31/2025	LEARNING A-Z	R	31,814.25
01	315888	07/31/2025	MASSP-MN ASSOCIATION	R	885.00
01	315889	07/31/2025	MAXORPLUS, LTD	R	35,000.64
01	315890	07/31/2025	MIDWEST BUS PARTS INC	R	593.17
01	315891	07/31/2025	MTI DISTRIBUTING CO	R	2,503.20
01	315892	07/31/2025	NAPA AUTO PARTS	R	274.58
01	315893	07/31/2025	NORTH CENTRAL INTERNATIONAL, LLC	R	367.95
01	315894	07/31/2025	SHERWIN WILLIAMS CO	R	704.86
01	315895	07/31/2025	SITEONE LANDSCAPE SUPPLY LLC	R	195.80
01	315896	07/31/2025	TOWN & COUNTRY FENCE	R	15,290.00
01	315897	07/31/2025	TRISTATE BOBCAT INC	R	909.07
01	315898	07/31/2025	VSP INSURANCE CO. (CT)	R	3,578.34
01	315899	07/31/2025	WESTERN SPECIALTY CONTRACTORS INC	R	164,315.00
01	315900	07/31/2025	XCEL ENERGY	R	30,863.65
01	315901	08/04/2025	BSN SPORTS, LLC	R	23,851.95
01	315902	08/04/2025	CAPITAL ONE TRADE CREDIT	R	252.28
01	315903	08/04/2025	GEE TEEZ & COMPANY, LTD.	R	9,182.75
01	315904	08/04/2025	IMPROVE YOUR TOMORROW, INC.	R	2,000.00
01	315905	08/04/2025	MCCARTHY WELL COMPANY	R	4,225.00
01	315906	08/04/2025	RIDDELL ALL AMERICAN SPORTS CORP	R	7,832.45
01	V2600137	08/04/2025	P-CARD BRUNNER PATTI	R	197.00
01	V2600138	08/04/2025	P-CARD GONZALEZ CHRISTINA	R	216.54
01	V2600139	08/04/2025	P-CARD KRETSINGER DAN	R	29.86
01	V2600140	08/04/2025	P-CARD LUNDY MICHELLE	R	25.93
01	V2600141	08/04/2025	P-CARD SMITH JENNIFER	R	195.48
01	V2600142	08/04/2025	P-CARD BAIRD LISA	R	5,789.78
01	V2600143	08/04/2025	P-CARD BARLOW ERICA	R	369.97
01	V2600144	08/04/2025	P-CARD BLUMA, MEGAN BOLLIG	R	1,447.12
01	V2600145	08/04/2025	P-CARD BROWN MATTHEW	R	238.88
01	V2600146	08/04/2025	P-CARD BRUNNER PATTI	R	9,043.74
01	V2600147	08/04/2025	P-CARD CARUSO MATTHEW	R	14.99
01	V2600148	08/04/2025	P-CARD CRUZ ESTEVA JENNIFER	R	3,685.30
01	V2600149	08/04/2025	P-CARD EDWARDS NATHAN	R	63.16
01	V2600150	08/04/2025	P-CARD GARCIA YVETTE	R	25.00
01	V2600151	08/04/2025	P-CARD GEURINK AREND	R	3,503.28

01	V2600152	08/04/2025	P-CARD GONZALEZ CHRISTINA	R	53.83
01	V2600153	08/04/2025	P-CARD HOLJE CRAIG	R	127.15
01	V2600154	08/04/2025	P-CARD KRETSINGER DAN	R	1,535.61
01	V2600155	08/04/2025	P-CARD LUNDY MICHELLE	R	501.69
01	V2600156	08/04/2025	P-CARD MAHONEY COLLEEN	R	982.08
01	V2600157	08/04/2025	P-CARD MANNING MICHAEL	R	98.96
01	V2600158	08/04/2025	P-CARD MCGINN DAN	R	172.97
01	V2600159	08/04/2025	P-CARD MORALES LIZETTE	R	2,349.08
01	V2600160	08/04/2025	P-CARD SACHER GRACE	R	976.28
01	V2600161	08/04/2025	P-CARD SETZER ALEXIS	R	86.23
01	V2600162	08/04/2025	P-CARD SKARE-KLECKER AMY	R	3,440.94
01	V2600163	08/04/2025	P-CARD SMITH JENNIFER	R	138.56
01	V2600164	08/04/2025	P-CARD VENTURA PEREZ RAMIRO	R	86.56
01	V2600165	08/04/2025	P-CARD YUNKER AUBREE	R	3,320.91
01	315907	08/06/2025	BATTERIES PLUS BULBS	R	36.96
01	315908	08/06/2025	CDW GOVERNMENT INC	R	3,979.08
01	315909	08/06/2025	CEDAR SMALL ENGINE	R	111.89
01	315910	08/06/2025	DICKS SANITATION SERVICE, INC (DSI)	R	845.61
01	315911	08/06/2025	ECM PUBLISHERS INC	R	163.75
01	315912	08/06/2025	JOSTENS INC	R	1,107.24
01	315913	08/06/2025	MINNESOTA UI FUND	R	15,787.14
01	315914	08/06/2025	ON SITE SANITATION	R	60.25
01	315915	08/06/2025	REGENTS OF THE UNIV OF MINNESOTA	R	1,126.00
01	315916	08/06/2025	SAFeway DRIVING SCHOOL	R	8,720.00
01	315917	08/06/2025	SQUIRES, WALDSPURGER & MACE, P.A.	R	7,472.40
01	315918	08/06/2025	WOODCRAFT	R	579.00
01	315919	08/06/2025	ADVANCED COMMERCIAL KITCHENS	R	2,292.05
01	315920	08/06/2025	ALL STATE COMMUNICATIONS LLC	R	1,675.00
01	315921	08/06/2025	BCN TELECOM, INC TBS	R	928.46
01	315922	08/06/2025	BIX FRUIT COMPANY	R	375.79
01	315923	08/06/2025	BRENNAN CONSTRUCTION OF MN, INC.	R	273,684.05
01	315924	08/06/2025	BRIGHTWORKS	R	9,384.00
01	315925	08/06/2025	BROOKLYN CENTER HIGH SCHOOL	R	300.00
01	315926	08/06/2025	BURNSVILLE ISD 191	R	220.00
01	315927	08/06/2025	CDW GOVERNMENT INC	R	49,982.04
01	315928	08/06/2025	CEP ART & DESIGN	R	643.50
01	315929	08/06/2025	CINTAS CORPORATION NO 2	R	315.02
01	315930	08/06/2025	COMCAST BUSINESS	R	426.05
01	315931	08/06/2025	CORA GRIFFIN	R	39.00
01	315932	08/06/2025	CUMMINS SALES AND SERVICE	R	1,500.00
01	315933	08/06/2025	CURRICULUM ASSOCIATES, LLC	R	16,458.75
01	315934	08/06/2025	DELASALLE HIGH SCHOOL	R	300.00
01	315935	08/06/2025	DICKS SANITATION SERVICE, INC (DSI)	R	8,322.78
01	315936	08/06/2025	ELK RIVER HIGH SCHOOL	R	300.00
01	315937	08/06/2025	FAIRVIEW HEALTH SERVICES	R	7,500.00
01	315938	08/06/2025	FARMINGTON HIGH SCHOOL	R	250.00
01	315939	08/06/2025	FLICEK WELDING	R	24,250.00
01	315940	08/06/2025	FRIDLEY HIGH SCHOOL	R	275.00
01	315941	08/06/2025	FRONTLINE TECHNOLOGIES GROUP LLC	R	46,238.75
01	315942	08/06/2025	WW GRAINGER INC	R	92.12
01	315943	08/06/2025	H2I GROUP, INC.	R	82,480.00
01	315944	08/06/2025	HEALTHJOY LLC	R	10,666.50
01	315945	08/06/2025	HEARTLAND PAYMENT SYSTEMS INC	R	5,865.00
01	315946	08/06/2025	LITERACY RESOURCES, LLC (LRL)	R	886.44
01	315947	08/06/2025	HILL MURRAY SCHOOL	R	600.00
01	315948	08/06/2025	HILLYARD MINNEAPOLIS	R	3,968.14

01	315949	08/06/2025	HORIZON COMMERCIAL POOL SUPPLY	R	1,680.50
01	315950	08/06/2025	INTERSTATE ALL BATTERY CENTER	R	15.40
01	315951	08/06/2025	NOTABLE, INC. (KAMI)	R	7,711.20
01	315952	08/06/2025	KEMPS LLC	R	435.90
01	315953	08/06/2025	KENDALL HUNT PUBLISHING CO	R	3,158.42
01	315954	08/06/2025	LAKEVILLE NORTH HIGH SCHOOL	R	310.00
01	315955	08/06/2025	LIFESAVER FIRE PROTECTION LLC	R	1,848.00
01	315956	08/06/2025	MASSP-MN ASSOCIATION	R	1,770.00
01	315957	08/06/2025	MAXORPLUS, LTD	R	37,982.66
01	315958	08/06/2025	METROPOLITAN MECHANICAL CONTRACTORS	R	5,767.12
01	315959	08/06/2025	MIDWEST BUS PARTS INC	R	584.34
01	315960	08/06/2025	MOUNDS VIEW HIGH SCHOOL	R	350.00
01	315961	08/06/2025	MSBA-MINNESOTA SCHOOL BOARD ASSOC	R	10,631.00
01	315962	08/06/2025	NORTH CENTRAL INTERNATIONAL, LLC	R	2,166.54
01	315963	08/06/2025	ON SITE SANITATION	V	0.00
01	315964	08/06/2025	ON SITE SANITATION	R	3,420.50
01	315965	08/06/2025	PAYDHEALTH	R	1,249.80
01	315966	08/06/2025	PER MAR SECURITY SERVICES	R	18.30
01	315967	08/06/2025	RINGCENTRAL, INC.	R	3,744.68
01	315968	08/06/2025	ROSEMOUNT HIGH SCHOOL	R	350.00
01	315969	08/06/2025	ROSEMOUNT SAW & TOOL	R	20.50
01	315970	08/06/2025	SAFETYFIRST PLAYGROUND MAINTENANCE	R	315.00
01	315971	08/06/2025	SCHOOL SERVICE EMPLOYEES UNION	R	1,760.52
01	315972	08/06/2025	SERVPRO OF MINNETONKA	R	2,500.00
01	315973	08/06/2025	SITEONE LANDSCAPE SUPPLY LLC	R	395.21
01	315974	08/06/2025	SOUTH ST PAUL HIGH SCHOOL	R	300.00
01	315975	08/06/2025	ST ANTHONY NEW BRIGHTON ISD 282	R	200.00
01	315976	08/06/2025	ST LOUIS PARK HIGH SCHOOL	R	300.00
01	315977	08/06/2025	STEVE WEISS MUSIC INC	R	40.00
01	315978	08/06/2025	TEACHING STRATEGIES, LLC	R	4,182.50
01	315979	08/06/2025	TECH ACADEMY	R	2,115.00
01	315980	08/06/2025	SCENARIO LEARNING, LLC	R	12,960.31
01	315981	08/06/2025	VISTA HIGHER LEARNING	R	559.30
01	315982	08/06/2025	XCEL ENERGY	R	47,399.92
01	315983	08/07/2025	MN STATE UNIVERSITY	R	1,500.00
01	315984	08/07/2025	UNIVERSITY OF KANSAS	R	1,500.00
01	315985	08/07/2025	UNIVERSITY OF MINNESOTA-TWIN CITIES	R	1,500.00
01	315986	08/07/2025	UNIVERSITY OF ST THOMAS	R	1,500.00
01	315987	08/07/2025	UNIVERSITY OF WISCONSIN-EAU CLAIRE	R	1,500.00
01	315988	08/07/2025	UW-MADISON	R	1,500.00
01	315989	08/07/2025	INTERMEDIATE DISTRICT 287	R	17,220.31
01	315990	08/07/2025	SQUIRES, WALDSPURGER & MACE, P.A.	R	481.60
01	V2600083	08/07/2025	MATTHEW ARNOLD	R	70.00
01	V2600084	08/07/2025	MICHELLE L AXELL	R	70.00
01	V2600085	08/07/2025	BRADLEY BADOUR	R	212.55
01	V2600086	08/07/2025	ERICA T BARLOW	R	70.00
01	V2600087	08/07/2025	NIKOLAS BAUZA	R	145.80
01	V2600088	08/07/2025	DAVID H BIPES	R	60.03
01	V2600089	08/07/2025	MATTHEW S CARUSO	R	254.75
01	V2600090	08/07/2025	MARY L CLARKSON	R	70.00
01	V2600091	08/07/2025	PETER J FITZPATRICK	R	40.00
01	V2600092	08/07/2025	YVETTE GARCIA	R	70.00
01	V2600093	08/07/2025	RACHEL GENS	R	70.00
01	V2600094	08/07/2025	AREND J GEURINK	R	70.00
01	V2600095	08/07/2025	JAMES A GILLIGAN	R	128.70
01	V2600096	08/07/2025	CHRISTINA M GONZALEZ	R	70.00

01	V2600097	08/07/2025	AMY E HAGER	R	70.00
01	V2600098	08/07/2025	KEVIN D HARRIS	R	120.00
01	V2600099	08/07/2025	MICHAEL G HARRIS	R	70.00
01	V2600100	08/07/2025	JONATHAN W HEYER	R	70.00
01	V2600101	08/07/2025	JAMES L HILL	R	40.00
01	V2600102	08/07/2025	JESSICA M HOFFMAN	R	40.00
01	V2600103	08/07/2025	CRAIG D HOLJE	R	70.00
01	V2600104	08/07/2025	MICHAEL E JAEGER	R	150.95
01	V2600105	08/07/2025	DANIEL E KRETSINGER	R	70.00
01	V2600106	08/07/2025	JENNIFER KRUEGER	R	70.00
01	V2600107	08/07/2025	ANOOP KUMAR	R	40.00
01	V2600108	08/07/2025	JOHN M LORENZINI	R	95.00
01	V2600109	08/07/2025	DAVANAND MAHADEO	R	125.16
01	V2600110	08/07/2025	COLLEEN M MAHONEY	R	70.00
01	V2600111	08/07/2025	MICHAEL A MANNING	R	70.00
01	V2600112	08/07/2025	DANIEL P MCGINN	R	40.00
01	V2600113	08/07/2025	DOUG R MCMEEKIN	R	70.00
01	V2600114	08/07/2025	KENT D MEYER	R	70.00
01	V2600115	08/07/2025	KATRINA L MORGAN	R	40.00
01	V2600116	08/07/2025	ERIN H NEILON	R	40.00
01	V2600117	08/07/2025	STEPHANIE NICHOLS	R	45.00
01	V2600118	08/07/2025	ROBERT G OLSON	R	40.00
01	V2600119	08/07/2025	CHRISTOPHER A PETERSON	R	70.00
01	V2600120	08/07/2025	CASSANDRA QUAM	R	70.00
01	V2600121	08/07/2025	RENEE C REED-KARSTENS	R	40.00
01	V2600122	08/07/2025	JACQUELINE SANCHEZ VIDAL	R	39.06
01	V2600123	08/07/2025	ASHLEY SCHAEFER	R	70.00
01	V2600124	08/07/2025	CHRISTIAN SCHEMP	R	40.00
01	V2600125	08/07/2025	AMY B SKARE-KLECKER	R	70.00
01	V2600126	08/07/2025	JUSTIN STEELE	R	70.00
01	V2600127	08/07/2025	STACY THEIEN-COLLINS	R	70.00
01	V2600128	08/07/2025	VLADIMIR S TOLEDO	R	40.00
01	V2600129	08/07/2025	STEVEN P UNOWSKY	R	270.00
01	V2600130	08/07/2025	CARRIE A VALA	R	70.00
01	V2600131	08/07/2025	JENNIFER K SMITH	R	70.00
01	V2600132	08/07/2025	REBECCA S WALD	R	40.00
01	V2600133	08/07/2025	ALEXANDER WARD	R	70.00
01	V2600134	08/07/2025	MICHELLE R WHITESIDE	R	70.00
01	V2600135	08/07/2025	KASYA L WILLHITE	R	70.00
01	V2600136	08/07/2025	KELLY L WOODS	R	70.00
01	315991	08/13/2025	MOO CHICKA POO	R	1,566.50

Total Checks, Pcards, Epays & Scholarships Register	1,234,949.86
--	---------------------

RICHFIELD PUBLIC SCHOOLS

Investment Holdings as of
July 31, 2025

Description	Matures	Rate	Cost	General Operating	2018A Bond	OPEB Bond
				-	-	-
MNTrust TERM SERIES	09/17/25	4.19%	1,000,000.00	1,000,000.00	-	-
US TREASURY N/B	09/30/25	4.22%	748,874.02	748,874.02	-	-
Susquehanna Community Bank	10/02/25	4.25%	240,900.00	240,900.00	-	-
MN TRUST TERM SERIES	01/07/26	4.82%	3,000,000.00	3,000,000.00	-	-
MNTrust TERM SERIES	01/20/26	3.96%	1,750,000.00	1,750,000.00	-	-
MNTrust TERM SERIES	01/26/26	4.10%	1,000,000.00	1,000,000.00	-	-
Western Alliance Bank	01/26/26	4.06%	241,500.00	241,500.00	-	-
MNTrust TERM SERIES	01/26/26	4.25%	2,000,000.00	2,000,000.00	-	-
NexBank	01/29/26	4.14%	240,000.00	240,000.00	-	-
GBank	01/29/26	4.18%	239,900.00	239,900.00	-	-
Omb Bank	01/29/26	4.15%	239,900.00	239,900.00	-	-
ServisFirst Bank	01/29/26	4.24%	239,700.00	239,700.00	-	-
Pelican State Credit Union	03/19/26	3.98%	240,300.00	240,300.00	-	-
NorthEast Community Bank	03/19/26	4.02%	240,200.00	240,200.00	-	-
Solera National Bank	03/19/26	4.09%	240,100.00	240,100.00	-	-
Royal Business Bank	03/19/26	4.02%	240,200.00	240,200.00	-	-
MN TRUST TERM SERIES	05/18/26	4.70%	1,000,000.00	1,000,000.00	-	-
MNTrust TERM SERIES	07/27/26	3.95%	1,000,000.00	1,000,000.00	-	-
STRIPS	11/15/26	4.19%	499,807.02	499,807.02	-	-
MNTrust TERM SERIES	01/25/27	3.93%	1,000,000.00	1,000,000.00	-	-
Federated Institutional Tax-Free Cash Trust		2.24%	207,445.52	-	207,445.52	-
GOLDMAN SACHS GOVERNMENT MONEY MARKET		3.95%	4,957,802.43	-	-	4,957,802.43
FREDDIE MAC	09/23/25	1.60%	287,372.71	-	-	287,372.71
US TREASURY N/B	09/30/25	4.41%	621,742.19	-	-	621,742.19
KS STATEBANK / KANSAS STATE BANK OF MANHATTAN	11/10/25	4.75%	212,900.00	-	-	212,900.00
US TREASURY N/B	09/30/26	4.34%	789,398.44	-	-	789,398.44
FIRST INTERNET BANK OF INDIANA	09/30/26	4.00%	209,500.00	-	-	209,500.00
BANK HAPOALIM	10/01/26	4.45%	206,700.00	-	-	206,700.00
Total Investments Held			22,894,242.33	15,401,381.04	207,445.52	7,285,415.77

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting August 18, 2025

Subject: PERSONNEL ITEMS

(Recommended by the superintendent)

That the board of education approve the following personnel items:

Full-Time Certified Probationary Year 1 of 1

Lana Hendricks Leuning – Occupational Therapist - Central Education Center

Effective: 8/19/2025

Thomas Song – DAPE Teacher – Districtwide

Effective: 8/19/2025

Full-Time Certified Probationary Year 1 of 3

Carson Romano – Elementary Art Teacher – Centennial Elementary

Effective: 8/19/2025

Certified Part-Time Increase in FTE

Brit Eisele – School Social Worker – STEM Elementary

0.1 FTE increase starting the 25-26 school year

Suzanne Hiller – School Social Worker – South Education Center

0.3 FTE increase starting the 25-26 school year

Certified Full-Time Resignation

Eric Anderson – DAPE Teacher – Districtwide

Effective: 6/6/2025

Years of Service: 5

Classified Full Time Paraprofessional for Employment

Victoria Revier - Health Assistant – Districtwide

Effective: 09/02/2025

Marlen Sanchez - Special Education – R-STEM Elementary

Effective: 09/03/2025

Kari Haines - Special Education – Centennial Elementary

Effective: 09/03/2025

Classified Part-Time for Employment

David Barbour – Bus Driver – Richfield Bus Garage

Effective: 8/4/2025

Steven Dauphinais – Bus Driver – Richfield Bus Garage

Effective: 8/14/2025

Classified Full-Time Paraprofessional Resignation

Andres Sanchez Vidal - Security Monitor – Richfield High School

Effective: 08/08/2025

Years of Service: 2

Classified Part Time Paraprofessional Resignation

Kiara Behl - Managerial – R-STEM Elementary

Effective: 06/5/2025

Years of Service: 1

OLD BUSINESS – FOR ACTION

Agenda Item V.A.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 18, 2025

Subject: Credit Card Usage

(Recommended by the superintendent)

Passage upon a third read of Policy 712: Credit Card Usage and Administrative Guideline 712.1. This policy guides the use of credit cards by authorized school employees.

Suggested changes have been included to align to current practices and District branding and style guidelines.

Attachments:

Policy 712: Credit Card Usage - redlined

Administrative Guideline 712.1 - redlined

Non-Instructional
Operations

page 1

Formatted: Right: 0.25", Tab stops: Not at 3"

RICHFIELD PUBLIC SCHOOLS

CREDIT CARD USAGE

I. PURPOSE

The purpose of this policy is to establish criteria on the use of credit cards issued on behalf of the ~~school district~~ Richfield Public Schools.

II. GENERAL STATEMENT OF POLICY

- A. Credit cards should only be used by authorized school officials and employees in accordance with Administrative Guidelines 712.1, Credit Card Usage and the Procurement Card Program Procedures Manual. Such cards shall not be used for purchasing goods for personal use or for non-district related matters.
- B. Credit card purchases must comply with all statutes, rules, ~~or and district~~ District policy applicable to ~~school-d~~ District purchases. ~~Unauthorized or inappropriate use may result in disciplinary action assessed based on the type of violation.~~

Legal References:

Minn. Stat. § 123B.02, Subd. 23 (Credit Cards)

~~ADOPTED-RATIFIED~~ BY THE BOARD OF EDUCATION: ~~—~~ February 17, 2009
REVIEWED BY THE BOARD OF EDUCATION: ~~—~~ August 17, 2020

Formatted: Left

Non-Instructional Operations

page 1

RICHFIELD PUBLIC SCHOOLS

CREDIT CARD USAGE

I. INTRODUCTION

The purchasing card program is designed to assist ~~the organization~~ Richfield Public Schools in reducing its reliance on petty cash funds, employee advances, paper checks, and the use of personal funds for business purposes. -The program should help increase ~~your turn-around~~ turnaround time in the fulfillment of orders, provide greater flexibility, and reduce paperwork. -The ~~Business Office~~ Finance Department is responsible for the implementation, maintenance, program compliance, auditing, processing payment, and issuance of ~~the~~ P-Cards. -Only employees of the organization are allowed to participate in the program. -Each cardholder has the responsibility to review, reconcile, and submit their monthly account statement with the appropriate receipts and signatures for processing and payment by the due date.

Formatted: Indent: Left: 0.13", No bullets or numbering, Tab stops: Not at 0.38"

II. AUTHORIZATION

District employees are authorized to use credit cards for approved expenditures which must comply with school board policy, be approved by the supervising administrator, and be considered reasonable to the local taxpayer. -Please refer to the Procurement Card Program Procedures Manual for further information.

Formatted: Indent: Left: 0.13", No bullets or numbering, Tab stops: Not at 0.38"

III. GENERAL INFORMATION

A. Guidelines

A.

1. The P-Card is issued in each cardholder's name, and it will be assumed that any purchases made with the P-Card will have been made by them. The cardholder is responsible for the security of their card and any transactions made with the card.
2. The P-Card may be used in person, by mail, ~~telephone~~, and on-line purchases.
3. The P-Card may be used at any merchant that accepts MasterCard.
4. The P-Card may be used for approved travel and related expenses. -The cardholder must adhere to ~~Travel~~ Policy 411: Local and Out-of-State Travel.
5. The P-Card is not to be used for personal purchases.
6. The cardholder will not be charged a fee for the card.
7. Inappropriate use of the P-Card will result in revocation of the card, and in the event of gross misuse or fraud involving District funds, disciplinary actions may be taken.
8. The cardholder and their ~~Principal/principal/ or Department department Supervisor-supervisor~~ are responsible for ensuring all receipts and statements are submitted to the Finance Department before the ~~7th~~ 5th of

Formatted: Font: Arial

Formatted: Indent: Left: 0.63", No bullets or numbering

Non-Instructional Operations page 2

the following month of ~~your~~ the statement. ~~The cardholder's~~
~~Department~~ department budget is charged for each transaction and
reflected monthly on the finance system.

9. The cardholder's credit rating is not affected by having a P-Card issued in
their name.

B. Travel Expenses

~~B.~~
A cardholder may use the P-Card for approved travel. ~~Appropriate documentation~~
must be attached to each account statement submitted to the Finance Department
for payment. ~~The cardholder must adhere to the guidelines and procedures of~~
~~Travel Policy 411: Local and Out-of-State Travel.~~ All travel and entertainment must
be for business purposes only, and any personal use is strictly prohibited.

C. Periodic Audits

~~C.~~
All cardholder accounts are subject to periodic audits to ensure compliance with the
organization's overall policies and the policies outlined in this manual. ~~The~~
P-Card ~~Administrator~~ administrator and the ~~Business Office Finance Department~~
review daily, monthly, and annual transaction activity reports as deemed necessary
to ensure adherence to the
P-Card ~~policies~~ guidelines. If an audit reveals a policy violation, the cardholder and
their manager will be contacted and disciplinary action assessed based on the type
of violation.

IV. PURCHASES**A. Allowable Purchases**

- ~~A.~~
1. Subscriptions
 2. Approved conference registrations
 3. Approved travel
 4. Repairs and maintenance
 5. Field trip admissions
 6. Allowable food for meetings
 7. Classroom supplies
 8. General office supplies

B. Unallowable Purchases

- ~~B.~~
1. Minnesota sales tax on most purchases
 2. Alcoholic beverages/tobacco
 3. Lottery tickets
 4. Gift cards/gift certificates
 5. Personal purchases

Formatted: Indent: Left: 0"

Formatted: Indent: Left: 0.63", No bullets or numbering

Formatted: Indent: Left: 0.63", No bullets or numbering

Formatted: Indent: Left: 0.63", No bullets or numbering

Formatted: Indent: Left: 0.63", No bullets or numbering

Non-Instructional Operations

page 3

6. Donations

7. Purchases made with Federal Grant award funds without prior written approval by a cabinet member ~~an Executive Director or the Superintendent.~~

Legal References:

Minn. Stat. § 123B.02 Subd. 23 (Credit Cards)

Dated: February 17, 2009

~~Reviewed:~~

Revised: August 17, 2020

Formatted: Left

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 18, 2025

Subject: Disability Nondiscrimination

(Recommended by the superintendent)

A second read of Policy 403: Disability Nondiscrimination. This policy affirms the District's commitment to fair hiring and employment practices, as well as reasonable accommodations for disabilities.

Suggested changes have been included to adhere to District branding and style guidelines.

Attachments:

Policy 403: Disability Nondiscrimination - redlined
MSBA Model Policy 402: Disability Nondiscrimination

RICHFIELD PUBLIC SCHOOLS
DISABILITY NONDISCRIMINATION POLICY

I. PURPOSE

The purpose of this policy is for Richfield Public Schools to provide a fair employment setting for all persons and to comply with state and federal law.

II. GENERAL STATEMENT OF POLICY

- A. The school-dDistrict shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. The school-dDistrict shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school-dDistrict shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. The school-dDistrict shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school-dDistrict.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact Craig Holje, ~~Chief Human Resources & Administrative~~Senior Executive Officer, at ~~7001 Harriet Ave South~~401 70th St. West, Richfield, MN 55423, at 612-798-6031, or by email at craig.holje@rpsmn.org. This individual is the school-dDistrict's appointed ADA/Section 504 coordinator.

Legal References:

Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 794 et seq. (Rehabilitation Act of 1973, ~~§ 504~~)
42 U.S.C., ~~Ch. 426~~ § ~~42412-12101~~ (Americans with Disabilities Act)
29 C.F.R. Part 32
~~34 C.F.R. Part 35~~
34 C.F.R. Part 104

Cross References:

Board Policy 103: Harassment Prohibition
Board Policy 402: Equal Employment Opportunity
Board Policy 505: Student Disability Nondiscrimination

RATIFIED BY THE BOARD OF EDUCATION: 40/5/20October 5, 2020

Formatted: Indent: Left: 0.25", Hanging: 0.38"

Formatted: Superscript

Formatted: Font: Italic

Section 400
Employees/Personnel

Board Policy 403
page 2

| 1 REVISED BY THE BOARD OF EDUCATION:
2

Adopted: _____

MSBA/MASA Model Policy 402

Orig. 1995

Revised: _____

Rev. 2022

402 DISABILITY NONDISCRIMINATION POLICY

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

I. PURPOSE

The purpose of this policy is to provide a fair employment setting for all persons and to comply with state and federal law.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee unless the accommodation would impose undue hardship on the operation of the business of the school district.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact _____ (*list the name, title, office address, telephone number, and e-mail address*). This individual is the school district's appointed ADA/Section 504 coordinator.

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 794 *et seq.* (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101 (Americans with Disabilities Act)
29 C.F.R. Part 32 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)
34 C.F.R. Part 104 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

NEW BUSINESS – FOR ACTION

Agenda Item VI.A.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 18, 2025

Subject: Policies for Annual Review

(Recommended by the superintendent)

Passage upon a single read of the attached policies that are required to be reviewed annually. Changes are recommended only for Administrative Guideline 107.2 and Policy 409 for alignment to other District policies and changes in statute.

All other policies and guidelines included here are recommended for passage with no changes.

Policies 103: Harassment Prohibition and 113: Bullying Prohibition also require annual review but have been pulled out of this slate of policies for further review and updates. Suggested changes to those two policies will be brought to the board for three reads later this fall.

Attachments:

Policy 107: Electronic Use and Communications

- Administrative Guideline 107.1
- Administrative Guideline 107.2 - redlined

Policy 407: Leaves of Absence

Policy 409: Mandated Reporting of Child Neglect or Physical or Sexual Abuse - redlined

- Administrative Guideline 409.1
- MSBA Model Policy 414: Mandated Reporting of Child Neglect or Physical or Sexual Abuse

Policy 410: Mandated Reporting of Maltreatment of Vulnerable Adults

Policy 541: Student Behavior

- Administrative Guideline 541.1

Policy 602: School District System Accountability

Policy 716: Public Data Requests

Policy 802: Crisis Management

RICHFIELD PUBLIC SCHOOLS

ELECTRONIC USE AND COMMUNICATIONS

I. PURPOSE

The purpose of this policy is to set forth guidelines for access to and appropriate use of the Richfield Public School District's digital technologies and wireless and wired computer network systems. This includes, but is not limited to, acceptable and safe use of District-provided devices for student academic use.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding employee and student access to the District's digital technologies, wireless and wired computer network systems, and software applications, including electronic communications, the District considers its own stated educational mission, goals, and objectives -- digital literacy, fluency, and citizenship, along with electronic information research skills are fundamental to the preparation of citizens and future employees. Access to the District's computer systems and to the internet enables students and employees to explore thousands of resources while communicating and collaborating with people around the world. The school district expects that all users will blend thoughtful use of the District's computer system and the internet throughout curriculum and instruction and will provide guidance to students in their use.

III. DEFINITIONS

- A. Communications equipment and networks: includes, but is not limited to, telephones (VoIP), voicemail, fax machines, desktop and laptop computers, Chromebooks, tablets, computer networks, email, and the internet.
- B. Electronic communications: The sharing of information and ideas through the use of electronic communications devices and internet applications. Electronic communications may have a permanency like that of paper communication and may be traceable to the sender. Applicable modes of communication include, but are not limited to, telephone/cell phone, voicemail, fax transmissions, computers, software, phone and computer applications, operating systems, computer networks, email, storage media, file transfer protocol (FTP), portable electronic devices, social media, and the internet.
- C. Intellectual property: An individual's own thoughts and ideas expressed through a product such as a drawing or written document

which may be viewed in the form of a tangible, "hard copy" such as paper or stored electronically and viewed on a monitor or screen. Student homework and teacher-created curricular items are specific examples.

- D. Internet: A world-wide network of computers. Internet access is viewed both as an extension of the District's email and as an extension of the schools' digital resources. This includes email, the World Wide Web, social media, streaming media, and other similar electronic content.
- E. Copyright: The exclusive right granted by the federal government to reproduce, publish, and sell the matter and form of a literary, musical, or artistic work. Permission must be received from copyright holders before copyrighted works can be used by others.
- F. Fair use: A copyright law doctrine which permits educational organizations and staff rights to legal, non-licensed citation or incorporation of copyrighted materials within the confines of the educational environment for criticism, comment, and instructional purposes.
- G. Eligible students: All rights and protections given parents/guardians under this policy transfer to the student when the student reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents/guardians of an eligible student who is also a "dependent student" are entitled to gain access to the educational records of such student without first obtaining the consent of the student.
- H. Access: Refers to a staff or student's rights to hardware and software provided by Richfield Public Schools. Access can be altered or even denied if a user violates this or other Board Policies.
- I. Bullying: Refer to Board Policy 113 (Bullying Prohibition Policy)

IV. LIMITED EDUCATIONAL PURPOSE

The District is providing students and employees with access to the District's digital network system, hardware, and software, which includes internet access. The purpose of the District's digital network system is more specific than providing students and employees with general access to the internet. District communication systems and resources have limited educational purposes, which include the use of the resources and system for classroom activities, educational research, and professional or career development. Users are expected to use access through the District's digital network resources and system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might

be acceptable to a user's private personal account or equipment on another system may not be acceptable on this limited-purpose system.

V. PROHIBITED USES

A. While not an exhaustive list, the following uses of the District's system, hardware, software, and internet resources or accounts are considered unacceptable:

1. Users will not use the District's system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
2. Users will not use the District's system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
3. Users will not use the District's system to engage in any illegal act or violate any local, state, or federal statute or law.
4. Users will not use the District's system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the District's system software, hardware, or wiring or take any action to violate the District's security system, and will not use

the District's system in such a way as to disrupt the use of the system by other users.

5. Users will not use the District's system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use the District's system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, unapproved labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

a. This paragraph does not prohibit the posting of employee contact information on the District's website or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

b. Employees creating or posting school-related digital presences may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

(1) such information is classified by the District's as directory information and verification is made that the District has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 581; or

(2) Such information is not classified by the District as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 581.

In addition, prior to posting any personal contact or personally identifiable information on a school-

related webpage, employees shall obtain written approval of the content of the postings from the building administrator or the District's Director of Marketing & Communications.

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, "Facebook, X, formerly known as Twitter, Instagram, Snapchat, TikTok, etc."

7. Users will not attempt to gain unauthorized access to the District's system or any other system through the District's system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the District's system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the District's system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the internet.

9. Users will not use the District's system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the District. Users will not use the District's system to offer or provide goods or services or for product advertisement, except for in the case of school-related fundraisers.

10. Users will not use the District's system to engage in bullying or cyberbullying in violation of the District's Bullying Prohibition Policy 113. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

- B. The District has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in unacceptable use of the internet when off District premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular

1 individuals; threats aimed at teachers or other students; failure to
2 follow rules concerning lessons, the writing of papers, the use of
3 computers, or participation in other online school activities; and
4 breaches of school security devices. If the District receives a report of
5 an unacceptable use originating from a non-school computer or
6 resource, the District may investigate such reports to the best of its
7 ability. Students or employees may be subject to disciplinary action
8 for such conduct, including, but not limited to, suspension or
9 cancellation of the use or access to the District computer system and
10 the internet and discipline under other appropriate District policies,
11 including suspension, expulsion, exclusion, or termination of
12 employment.

- 13
14 C. If a user inadvertently accesses unacceptable materials or an
15 unacceptable internet site, the user shall immediately disclose the
16 inadvertent access to an appropriate District official. In the case of a
17 District employee, the immediate disclosure shall be to the
18 employee's immediate supervisor and/or the building administrator.
19 This disclosure may serve as a defense against an allegation that the
20 user has intentionally violated this policy. In certain rare instances, a
21 user also may access otherwise unacceptable materials if necessary
22 to complete an assignment and if done with the prior approval of and
23 with appropriate guidance from the appropriate teacher or, in the
24 case of a District employee, the building administrator.

25
26 **VI. LIMITATIONS ON SCHOOL DISTRICT LIABILITY**

27
28 Use of the District's system is at the user's own risk. The system is provided
29 on an "as is, as available" basis. The District will not be responsible for any
30 damage users may suffer, including, but not limited to, loss, damage, or
31 unavailability of data stored on District hard drives, cloud services, or servers
32 (physical or virtual), or for delays or changes in or interruptions of service or
33 misdeliveries or nondeliveries of information or materials, regardless of the
34 cause. The District is not responsible for the accuracy or quality of any advice
35 or information obtained through or stored on the school district system. The
36 District will not be responsible for financial obligations arising through
37 unauthorized use of the school district system or the internet.

38
39 **VII. INTERNET SAFETY**

40
41 The District will employ technical systems designed to restrict and monitor
42 access to materials harmful to minors, including but not limited to internet
43 filtering systems. Access to systems such as email and social media will be
44 limited to curriculum-related work only.

- 45
46 A. With respect to any of its computers with internet access, the District
47 will monitor the online activities of both minors and adults and employ
48 technology protection measures during any use of such computers by

minors and adults. The technology protection measures utilized will block or filter internet access to any visual depictions that are:

1. Obscene;
2. Child pornography;
3. Harmful to minors; or
4. Detrimental to, or obstructive of a student's ability to learn in a safe, productive environment.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

D. An administrator, supervisor, or other person authorized by the superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

E. The District will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and will actively train students on digital fluency, literacy, and cyberbullying awareness and response.

VIII. PRIVACY EXPECTATIONS

A. The District maintains control of the materials on its systems contained in files on the system. Users should not expect privacy in the contents of personal files on the District's systems. Files stored on District computers and servers should not be considered the private property of individuals and may be viewed by supervisory school employees.

- B. Routine maintenance and monitoring of District systems may lead to a discovery that a user has violated this policy, another District policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or District policy.
- D. Parents/guardians may have the right at any time to investigate or review the contents of their child's files and email files by way of written request in accordance with Policy: 581: Protection and Privacy of Pupil Records.
- E. District employees should be aware that the District retains the right at any time to investigate or review the contents of their files and email files. In addition, District employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).
- F. The District will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with District policies conducted through the District's systems.

IX. USER NOTIFICATION

- A. All users shall be notified of the District's policies relating to the use of the District's digital network system and internet use.
- B. This notification shall include the following:
 - 1. Notification that use of the District's digital network system and internet use is subject to compliance with District policies.
 - 2. Disclaimers limiting the District's liability relative to:
 - a. Information stored on District hard drives, cloud-based storage, or servers.
 - b. Information retrieved through District computers, networks, or online resources.
 - c. Personal property used to access District computers, networks, or online resources.
 - d. Unauthorized financial obligations resulting from use of District resources/accounts to access the internet.

3. A description of the privacy rights and limitations of school sponsored/managed internet accounts.
4. Notification that, even though the District may use technical means to limit student and staff internet access, these limits do not provide a foolproof means for enforcing the provisions of this responsible use policy.
5. Notification that goods and services can be purchased over the internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the internet is the sole responsibility of the student and/or the student's parents/guardians.
6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the internet, including electronic communications, is governed by Policy 412: Public and Private Personnel Data, and Policy 581: Protection and Privacy of Pupil Records.
7. Notification that, should the user violate the District's responsible use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
8. Notification that all provisions of the responsible use policy are subordinate to local, state, and federal laws.

X. PARENT/GUARDIAN RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents/guardians bear responsibility for the same guidance of internet use as they exercise with information sources such as television, telephones, smartphones, tablets, personal computers, radio, movies, streaming content, video games, and other possibly offensive media. Parents/guardians are responsible for monitoring their child's use of the District's system and of the internet if the child is accessing the District's system from home or a remote location.
- B. Parents/guardians will be notified that their child will be using District resources/accounts to access the internet. This notification should include:
 1. A copy of the user notification form provided to the student user.
 2. A description of parent/guardian responsibilities.

3. A statement that the Internet Use Agreement must be digitally or physically signed by the user and the parent or guardian prior to use by the student.
4. A statement that the District's responsible use policy is available for parental review on the District website.

XIII. ARTIFICIAL INTELLIGENCE (AI)

- A. The use of Artificial Intelligence (AI) tools is common in educational settings. We encourage students to take advantage of these tools responsibly to enhance their learning experience. However, it's important to remember the following guidelines:
 1. **AI-Assisted Original Work:** While students are encouraged to utilize AI tools for studying, homework, and researching, any work submitted must reflect the student's own understanding and knowledge. Students should not use AI-generated content as their own without appropriate understanding and processing of the information. This includes AI-created essays, solutions to problems, or any other assignments that are not the result of the student's own intellectual efforts.
 2. **Responsible Use of AI:** Students should not allow other students to copy or use their original work that has been AI-assisted. Sharing AI-generated answers or enabling others to pass off AI-assisted work as solely their own is against our policy.
 3. **AI and Plagiarism:** Just as copying information from websites or other resources without giving proper credit is plagiarism, using AI-generated content without due acknowledgment or understanding is also a form of plagiarism. Students should not represent AI-generated content as their own original work. Instead, students are allowed and encouraged to use AI tools to help them in the academic process, not as a substitute for their own authentic work.
- B. Cases involving academic dishonesty, including misuse of AI, may be handled by the classroom teacher or may be referred to the administration. Consequences may include, but are not limited to: an assignment being reset, consultation with the media center staff on appropriate and inappropriate uses of AI before any more assignments may be attempted, additional monitoring of student work, limitation of devices and digital resource access.
- C. We trust in our students' ability to use AI tools responsibly, with the goal of enhancing their learning experience rather than compromising the integrity of their work.

XIV. IMPLEMENTATION; POLICY REVIEW

- A. The District administrators may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent/guardian notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The District's internet policies and procedures are available for review by all parents, guardians, staff, and members of the community on the District website.
- D. Because of the rapid changes in the development of the internet, the school board shall conduct an annual review of this policy.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S., 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 194 (2003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff'd* on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References:

- 1 Board Policy 103: Harassment Prohibition
- 2 Board Policy 109: Distribution of Materials on School Premises
- 3 Board Policy 113: Bullying Prohibition
- 4 Board Policy 412: Public and Private Personal Data
- 5 Board Policy 452: Evaluation and Development of Professional Staff
- 6 Board Policy 541: Student Behavior
- 7 Board Policy 581: Protection and Privacy of Pupil Records
- 8 Board Policy 601: Academic Standards and Instructional Curriculum
- 9 Board Policy 607: Online Learning Options
- 10 Board Policy 608: Education of Students with Disabilities
- 11 Board Policy 610: Selection and Reevaluation of Instructional Material
- 12 Board Policy 611: Provision for Alternative Instruction
- 13 Board Policy 612: Curriculum Development
- 14 Board Policy 616: School Sponsored Student Publications
- 15 Board Policy 802: Crisis Management
- 16 Employee handbooks, collective bargaining agreements
- 17
- 18
- 19
- 20 RATIFIED BY THE BOARD OF EDUCATION: September 16, 1996
- 21
- 22 REVISED BY THE BOARD OF EDUCATION: August 23, 1999; October 15, 2001;
- 23 November 20, 2006; December 4, 2007; March 16, 2015; April 19, 2021; September
- 24 6, 2022; September 16, 2024
- 25
- 26 REVIEWED AND REAFFIRMED BY THE BOARD OF EDUCATION: February 5,
- 27 2001; August 16, 2021; September 5, 2023

RICHFIELD PUBLIC SCHOOLS

ADMINISTRATIVE GUIDELINES

ELECTRONIC USE AND COMMUNICATIONS

Richfield Public Schools' technology and communication resources are intended for authorized users only. The purpose of these administrative guidelines is to assist in the implementation of Board Policy 107 pertaining to the appropriate usage of these resources.

Inappropriate use exposes Richfield Public Schools to risks including ransomware, virus attacks, compromise of network systems and services, and legal issues. It is the responsibility of every technology resource user to know these guidelines and to conduct their activities accordingly.

A. NOTIFICATION

1. The director of technology shall coordinate with the school principals to develop and distribute site-specific information, which is aligned with these guidelines.
2. Relevant parts of these guidelines shall be distributed to all staff, students, and parents/guardians. They shall also be posted in media centers, computer labs, and flexible learning spaces.

B. DEFINITIONS

1. **AUTHORIZED USER** – Employees or students of Richfield Public Schools, or visitors specifically authorized by the District.
2. **AUTHORIZED USES** – All staff are authorized to use technology resources for administration, curriculum development, student instruction, personal productivity and professional development. Students are authorized to use technology resources for school-based programs and activities. Authorized visitors are able to utilize technology resources for school-based programs, school-based activities, or District approved activities.
3. **TRAINING** – Development opportunities include online, district provided, externally provided, on site and off site instruction.

C. TRAINING

1. **TECHNOLOGY STANDARDS** – Technology standards shall be periodically updated to include relevant technology expectations for staff. Staff shall have access to training related to professional expectations.

2. NEW STAFF – The director of technology shall coordinate plans to ensure that training is provided for all new staff on network access, network accounts, email accounts, passwords and required information systems. This training shall generally be coordinated and delivered by the District's digital learning coach, technology lead teachers, and media specialists.
3. STUDENT INSTRUCTION – As part of the instructional program, all students will receive instruction on the following as appropriate:
 - responsibilities, privacy, and acceptable usage of systems
 - web information tools and appropriate search techniques so students will be able to use the internet in an efficient manner
 - login and password use for network accounts and email
 - accessing grade and attendance information from online systems utilized by the District

D. SETUP AND USE OF COMPUTERS AND THE NETWORK

1. PLATFORM – Use of software platforms and hardware will be limited to those creating specific teaching, learning, and school management benefits.
2. ACCESS CONTROL – All computers or devices connecting to District technology resources shall have access control that restricts the use to authorized persons.
3. CRITICAL AREAS – Critical technology equipment including, but not limited to, telephone cabinets, switches, servers and wiring racks shall be kept in locked areas. This equipment shall include uninterrupted power supplies, surge protection, and environmental controls for temperature and humidity where applicable.
4. STANDARD CONFIGURATION – Hardware and software will be configured by vendors and/or technology support personnel in a known and documented manner that can be easily restored if necessary.
5. NETWORK RESOURCES – Use of the school network shall be in a manner as to conserve the resources of the network. This includes traffic generated on the network, as well as files saved on servers. Individuals are expected to remove old and unnecessary files from network storage. Student files will be deleted 30 days after the end of each school year.
6. PRINTING LOCATIONS – Printers shall be strategically located for ease of use and to reduce maintenance and hardware costs. Document

printing centers shall be the primary location to print documents in excess of 10 pages. These locations will be determined by building administrators. Printing more than 10 pages at a time using a printer other than the printing center may be subject to review by building and department administrators.

7. **SCANNING FOR VIRUSES** – Virus scanning software shall be installed on all school issued computers with virus definition files kept up-to-date. Non-school issued computers will be restricted to use on a network that is separate from the internal network unless specifically authorized by the director of technology or authorized representative of the technology department.
8. **INTERNET AND EMAIL FILTERING** – Redundant systems shall be installed to block inappropriate internet sites and email messages. This system shall allow the addition or removal of individual internet sites and email addresses from a list of those to be blocked. Staff may submit requests for changes to the blocking list to the director of technology for consideration by a committee made up of instructional representatives, the director of technology, and a member of the technology department.
9. **RESPONSIBILITY FOR INTERNET USE** – Each individual has the responsibility to avoid inappropriate sites, and to report any occurrence of inappropriate internet use to building staff or administration. Although systems to block access to inappropriate internet sites are in place, it is not possible to block all sites that may contain inappropriate or undesirable material. If a user inadvertently accesses unacceptable materials or an unacceptable internet site, the user shall immediately disclose the inadvertent access to an appropriate District official. In the case of an employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy.
10. **REFORMAT COMPUTERS** - District computers will be reconfigured when an employee leaves the District or a computer is reassigned. Files or individual applications may be removed. It is the responsibility of the individual to back up their files before returning their computer for reuse.
11. **LIMIT PER PERSON** – Staff is limited to a maximum of one computer per user for most user groups and shared computers for others. The director of technology is responsible for designating standard issue technology by employee classification group and for keeping technology up to date.

E. STAFF, STUDENT AND TENANT NETWORK ACCESS AND ACCOUNTS

TECHNOLOGY SUPPORT PROVIDER – The District technology support team shall support network accounts, network resources, passwords and

software/hardware maintenance. Building staff shall report all technology support requests to the technology support provider via the District help desk system. District technology support staff shall initiate or coordinate basic repairs on equipment and/or coordinate requests for repair or network services in a timely manner.

1. DISTRICT ACCOUNTS – User accounts shall be setup as follows:

- Each user shall be authorized to use the adequate features necessary rather than all available features possible.
- Accounts shall be accessible via an intranet portal for access in and away from school.
- Students no longer enrolled in Richfield Public Schools will have limited account access upon leaving the District, and their accounts permanently removed 30 days after being unenrolled or on June 30 of the school year they are last enrolled, whichever occurs first.
- Staff no longer employed in Richfield Public Schools will have limited account access upon ending employment with the District either voluntarily or involuntarily, and their accounts permanently removed 30 days after ending employment or on June 30th of the school year they are last employed, whichever occurs first.

2. TENANTS' ACCOUNTS – Tenants and other non-authorized users of District facilities desiring access to the network must follow District operating procedures in obtaining and maintaining network access and accounts.

3. LOG OFF – Employees should log out of accounts when finished with their use. Computers should be turned off or locked whenever an employee walks away from their work station. Logged on computers should never be left unattended at workstations.

4. PASSWORDS – Staff and students are expected to use passwords and keep them secure. Automated systems shall periodically expire passwords, yet notify users that passwords are about to expire. Individuals are expected to respect the privacy and security of others. Persons should not watch when others are entering their password. Users should not write passwords where others may access them and should change a password as soon as possible if they suspect someone else knows it. New password creation and management structures such as multi factor authentication (MFA) may be enforced at any time by the District technology department with a 30 day prior notice to affected users.

5. PERSONAL BACKUPS – Storage will be available on District computers or servers to support the instructional activities of staff and students. All

individuals are encouraged to make backups of their important work, since files on District computers cannot be guaranteed.

6. **UNAUTHORIZED USE OR ACCESS REVOKING ACCOUNTS** – Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the District's system or the internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other applicable District policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

Unauthorized access could include but is not limited to network and email accounts, network administrative functions, computer lab management software, unauthorized internet sites, infrastructure resources, printers, servers, switches, and networking closets.

If unauthorized uses are observed or documented, the following actions may be taken:

- Staff: temporary suspension of an account by an administrator or designee in accordance with provisions of employee contracts.
- Students: network and email privileges may be temporarily suspended by a supervising staff member, or suspended for a period of time not to exceed one (1) school year by building administration according to the school's discipline policies.

7. **INTERNET USE AGREEMENT AND DISCLAIMER**

The proper use of the internet and the educational value to be gained from proper internet use is the joint responsibility of students, parents/guardians, and employees of the District.

- An internet use agreement form for students must be read and physically or digitally signed by the user and the parent or guardian annually. The internet use agreement form for employees must be digitally signed annually by all employees.
- All users shall be notified of the District policies relating to internet use. Notification shall include:
 - Disclaimers limiting the District's liability
 - A description of privacy rights and limitations
 - Notification that means used to limit student access do not provide a fool proof means for enforcing provisions of this policy
 - Notification that violation of the acceptable use policy may result in revocation of privileges, school disciplinary action or other appropriate legal action

8. PARENT/GUARDIAN OPT OUT OF STUDENT INTERNET USE – Parents/guardians may request alternative activities for their children that do not require internet access or computer use. If parents/guardians exercise this right, the students will have no internet or computer access throughout the District.

F. SOFTWARE

1. LEGAL LICENSING – The District will install and use only legally purchased and licensed software on District computers and servers. The District will purchase software licenses for each computer, site licenses or concurrent use licenses.
2. CURRENT SUPPORTED SOFTWARE – Curriculum software shall be aligned with academic standards and curricular needs based on teacher recommendation and shall be approved by the District teaching and learning staff and the District network staff prior to purchase.
3. INSTALLATION OF DISTRICT-WIDE SOFTWARE – Technology support staff shall load operating system software, District-wide application software, local application software, or peripherals onto District computers or onto district servers.
4. SYSTEM SOFTWARE – System software shall be maintained as the vendor has intended, unless modification is recommended by the District technical staff and approved by District administration.
5. COPYING APPLICATIONS – A software application shall not be copied to another computer without a legal license or procedure to pay for that additional license.
6. HOME SOFTWARE – Use of software applications (purchased for home use by staff or students) on school computers is prohibited. Use of school applications on home computers is prohibited, unless specifically allowed in the software license.

G. ADDING EQUIPMENT BY PURCHASE OR DONATION

1. NETWORK ACCESSIBILITY – Technology equipment purchased or obtained for use by students, teachers, administrators, and/or staff with the capability of fully utilizing network and internet resources, will be considered for both the intended use at the time of purchase and future, undetermined uses.
2. CONSIDERATIONS FOR ADDITIONAL EQUIPMENT – Criteria for identifying computer and network hardware for purchase, or for accepting donated hardware, will include:

- The alignment of the computer hardware to educational outcomes for students and teachers.
- The educational and developmental appropriateness of the hardware.
- The ability of technical support staff to administer and maintain the equipment.
- The ability to operate and communicate with the existing network configuration in place or being developed at the time of acquisition.
- The ability of the District to maintain low total cost of ownership (TCO), to include initial purchase cost, device security, ongoing maintenance costs, costs for necessary and/or desired software, and purchase of replacement parts.

3. APPROVAL PROCEDURES – All purchases of instructional and non-instructional software, computer, and video and media hardware must be approved by the director of technology before being placed in the District's order entry system. The director of technology will also approve re-installation of previously removed software after verification that such software aligns with current curriculum and student objectives, as well as wider District strategic goals.

All purchases of network infrastructure hardware and software must be approved by the District's technology support department before being placed in the District's order entry system.

All potential donations of computer technology or equipment must be approved by the director of technology and director of finance before being accepted and added to the District equipment inventory system. Technology support personnel shall assist in the evaluation of donated equipment prior to its acceptance by the District.

4. TECHNOLOGY SPECIFICATIONS – Technology specifications shall be developed and updated at appropriate intervals to reflect current software and workstation requirements for new and donated equipment.

H. HOME USE OF COMPUTERS

1. AUTHORIZED USERS – Current employees and students of the District may, upon completion of proper forms or procedures as developed, use school computer, technology and/or electronics equipment at their home for school use.
2. CHECKOUT PROCEDURES – School technology equipment should not be signed out to any staff or student for home use unless designated as a personal issue device. This is limited to a laptop for staff and a

Chromebook and/or wireless hotspot for students. No other technology should be issued for home use.

I. USE OF PERSONAL DIGITAL DEVICES AT SCHOOL WORKSITES

1. AUTHORIZED USERS – Current employees, students, and authorized visitors of the Richfield Public Schools may, with prior approval, use their personal digital devices for school related tasks on the District's guest network.
2. INSTALLATION, MAINTENANCE AND REMOVAL
 - The date when equipment is added to the District network will be recorded.
 - Personal computers or digital devices shall not be repaired, maintained, nor have other hardware changes or additions provided by District staff.
 - The District is not liable for any damages or loss (including theft) to personal property that may result from the use of personal equipment at the school work site.

J. STAFF USE OF EMAIL, CHAT, VOICEMAIL, PHONE AND FAX

1. ETIQUETTE – Individuals sending messages using District technology such as voicemail and email should keep in mind that they are perceived as a representative of the Richfield Public Schools.
2. VOICE MESSAGES– Voicemail messages are not backed up or archived by network personnel. Messages are automatically deleted after 90 days.
3. STAFF EMAIL AND CHAT - Staff email and chat is archived for a period of three (3) years from the date the message was sent or received.
4. STUDENT EMAIL AND CHAT - Student email and chat, sent or received, is archived for a period of one (1) year from the date the message was sent or received, or upon removal of the account, whichever comes first.
5. MESSAGES ARE NOT PRIVATE – Messages stored on District systems or District authorized systems shall not be considered private property and may be accessed by District administrative employees. This would generally be done to resolve technical problems or at the request of administration.
6. CONSERVE RESOURCES – Individuals should use the voicemail, email and fax systems in a manner to conserve resources

- 1 4. STUDENT WEBSITES – Student websites will not be provided through
2 the District website structure. However, students may occupy web
3 presences such as blogs, Google Sites, etc. Training shall be provided to
4 students prior to granting publishing rights to ensure effective use of the
5 systems, and to emphasize proper etiquette and industry accepted
6 formats, which appropriately represent Richfield Public Schools. Sites that
7 contain inappropriate content, inaccurate information, or are not a positive
8 representation of Richfield Public Schools will be edited or removed,
9 generally at the recommendation of the director of marketing and
10 communications and the appropriate building or District administrator.
11
12

13 Dated: February 5, 2001

14
15 Reviewed: November 4, 2007; April 6, 2015; August 16, 2021; September 6, 2022;
16 September 16, 2024

17
18 Revised: November 20, 2006; April 19, 2021; September 5, 2023
19

RICHFIELD PUBLIC SCHOOLS

ADMINISTRATIVE GUIDELINES

SOCIAL MEDIA

Richfield Public Schools recognizes the continually growing presence and potential social media has in our daily experiences and educational settings. The purpose of this document is to guide social media practices and outline specific expectations that are designed to increase the effectiveness of social media in our educational settings.

A. GENERAL STATEMENT

Information produced, shared, retrieved, or highlighted through the use of social media reaches a magnified audience and has a significant level of impact. As an ever-emerging medium, social media reaches its audiences and establishes its impacts in new ways on a continual basis.

Richfield Public Schools expects that when staff and students use social media in the educational setting, they maintain the highest ethical and educational standards. These guidelines are designed to create an atmosphere of honesty, individual accountability, and safety. Failure to meet or follow these guidelines may result in professional intervention and/ or disciplinary action.

B. DEFINITIONS

1. ~~SOCIAL MEDIA~~*Social media*: –Social media is defined as any electronic communication program, application, or network that allows communication between and among multiple individuals, allowing individuals to retrieve, share, exchange, and produce information, or allowing individuals to highlight information, whether they created it or not.

Formatted: Font: Italic

C. GENERAL GUIDELINES

The following guidelines are established to meet the expectations in the general statement provisions set forth above. These general guidelines apply to staff and students engaging in the use of social media on school sites or at school-sponsored events and/or on ~~district~~*District*-provided technology and technology systems. They may also apply to social media that impacts the educational or work environment in a way that impedes any person's use or enjoyment of the environment or causes disruption or harm.

1. Treat all information and ideas contained in social media as being fully accessible to the public.

2. Treat all information and ideas contained in social media as being subject to all of the District's policies, specifically including discipline, anti-bullying, anti-harassment, and internet usage policies.
3. Treat all information and ideas contained in social media as if it is or could be permanent public information that represents the staff member or student now and in the future.
4. Staff and students must self-identify and may not misrepresent themselves using another person's or organization's identity.
5. Staff and students must follow copyright regulations and give appropriate credit to the source of the information.
6. Post and/or link only appropriate and relevant information that does not violate any District policy relating to the treatment of other individuals.
7. Respond to others with respect and avoid comments that may be hurtful.
8. Communicate without the use of profanity, obscenities, or threatening language.
9. Only accept invitations to share information from people you know and trust.
10. Whenever possible, consider utilizing privacy settings to control access to your information and ideas.
11. Keep passwords and other personal information secure and monitor and track their disclosure.
12. Notify a staff member immediately when coming across inappropriate material, or material that is disrespectful or discriminatory in content or language, or is in violation of any District policy.

D. GUIDELINES FOR EMPLOYEE PERSONAL USE OF SOCIAL MEDIA

The decision to make personal use of social media is left to the discretion of each employee. The District does not affirmatively monitor employee use of social media; ~~However~~however, it may take appropriate responsive action when it becomes aware of, or suspects, conduct or communication on social media that adversely affects the workplace or educational environment or violates applicable professional codes of ethics, law, or District policy. Employees will be held responsible for their disclosure, whether purposeful or not, of confidential or private information; information that violates the rights or privacy of individuals or of a third party, or for the content of anything communicated by the employee on social media. For that reason, employees shall observe the following when using social media:

1. Employees must consider their role as a school employee before posting or communicating content that is obscene, profane, vulgar, harassing, threatening, bullying, libelous, or defamatory, or content that discusses or encourages any illegal or inappropriate use of alcohol, use of illegal drugs, sexual behavior and/or sexual harassment or content that violates District policy, professional ethics, or law.
2. Views expressed on personal social media are the employee's alone and do not necessarily reflect the view of the District. Employees cannot act as an official spokesperson for the District or post comments as a representative of the District, except as authorized by the superintendent or the superintendent's designee. If an employee chooses to personally post on social media any commentary related to the District, the employee assumes all risk associated with the posting. Employees may not state or suggest that their personal messages are endorsed by the District.
3. Employees may not disclose information on social media that is private, confidential or proprietary to the District, its students, or employees or that is protected by data privacy laws.
4. The District recognizes that student groups or members of the public create and use social media representing students or groups within the ~~district~~District. When employees, including coaches/-advisors, choose to join or engage with these social media tools, they do so as ~~an~~ employees of the District, and thus the guidelines outlined above apply.
5. Employees have a responsibility for maintaining appropriate employee-student relationships at all times. This includes exercising good judgment and professionalism in any interpersonal relationship with students, for the safety of the students online, and responding as required as mandated reporters when applicable. Employees are strongly discouraged from engaging in any social media interaction with students, unless it is through a social media account set up solely to share educational or school-related information. If an employee does engage in a social media interaction with a student, the employee must maintain professional boundaries with students on social media. Employees may not engage in communications with students that give the impression of being peer-to-peer communications, unless the employee and student are related. Employees must not have extensive social involvement or develop personal or private relationships with individual students through social media, unless they are related.

E. DISCIPLINARY MEASURES

When using social media using District resources, including technology and/or wifi, or during the school day, or in a manner that impacts the work or educational environment and may be disruptive or cause harm, students and staff are subject

to all disciplinary policies. Disciplinary consequences are assigned as related to the severity, frequency, and/ or extenuating circumstances of the event. Primary consideration is given to those consequences for students that are educational in nature and designed to bring about the desired change in behavior. The District reserves its right to consider the full range of disciplinary consequences outlined in District policy and/or Minnesota Statute should the circumstances warrant a more stringent disciplinary approach.

F. RESERVATION OF RIGHTS

The District reserves the right to remove individual social media site access from users, as well as content posted in our educational setting and the ~~district~~-District social media sites that contain ideas or information that:

1. Provides an unauthorized commercial endorsement.
2. Presents illicit, pornographic, discriminatory, unlawful, misleading, untrue, or malicious content. This includes content intended to or that may bully, demean, intimidate, or harass and content that uses ideas or information in an inappropriate manner.
3. Advocates illegal or illicit activity.
4. Is repeatedly posted information identical or very similar content in a counter-productive manner, including aggressive promotion (spam).
5. Uses ideas or information that are not attributable to a specific source or uses the ideas or information from a specific source without required approval or source ~~etcitation~~.
6. Provides little to no academic value.

Dated: April 6, 2015

Revised: ~~April 19, 2021~~; August 18, 2025

Reviewed: ~~August 16, 2021~~; September 6, 2022; September 5, 2023; September 16, 2024

Formatted: Indent: Left: 0", First line: 0", Tab stops: 0", Left + Not at 1"

RICHFIELD PUBLIC SCHOOLS

LEAVES OF ABSENCE

I. PURPOSE

The purpose of this policy is to guide decisions related to requests from employees who desire a leave of absence from work.

II. GENERAL STATEMENT OF POLICY

- A. The board of education recognizes the right of employees to request leaves of absence without pay as provided in the appropriate employee master agreement or policy.
- B. Because the absence of an employee impacts the educational program, staff and students, the needs and desires of the employee must be weighed against the needs of the district and the replacement employee.
- C. In acting on employee leave requests, the board of education will observe provisions of the appropriate employee master agreements or policy, and applicable state or federal statutes. Consideration will be given to both the reasons for the employees' request and the needs of the district. Where needs are in conflict, however, concerns relating to the overall educational program will take precedence.

III. FACTORS TO BE CONSIDERED

Multiple factors will be considered in acting on leave of absence requests, including but not limited to the following:

- A. The stated reason(s) of the employee in requesting a leave;
- B. Relevant provisions of the appropriate employee master agreement, policy, or statute;
- C. Length of service to the district of the employee applying for the leave;
- D. Record of previous leaves taken by the employee;
- E. Availability of qualified staff to replace the employee and the potential for turnover among replacement employees during the period of the leave of absence;

- F. Number of other employees in the same category currently on leaves of absence;
- G. Timing of the leave in order to minimize disruption to the operation of district programs;
- H. Potential benefits to the district of granting the leave;

IV. GUIDELINES TO BE USED IN GRANTING LEAVES OF ABSENCE

- A. Normally, the length of an approved leave of absence shall not exceed one (1) year. In extenuating circumstances, an extension of one (1) additional year may be granted for a maximum of two consecutive years of leave.
- B. An unpaid leave of absence for child care shall generally be limited to a maximum period of 18 months coinciding with the birth or adoption of the employee's own child.
- C. When an unpaid leave of absence is requested in conjunction with another leave of absence, such as a child care leave of absence, the total time of absence from work for all leaves shall not exceed two (2) consecutive years, or longer if necessary to have the ending point of the leave coincide with a break in the school calendar.
- D. The maximum duration of an extended leave of absence for teachers pursuant to M.S. §122A.46, Subd. 2. must be determined by mutual agreement of the Board and the teacher at the time the leave is granted and shall be at least three, but no more than five, years. An extended leave may be granted to teachers who have been employed by the district for at least five years and who have at least ten years of allowable service in Minnesota.

V. LEAVES OF ABSENCE FOR CLASSIFIED PERSONNEL

A. Military Leave

Any classified employee who is a member of an armed forces reserve organization and who is called up for training or active duty shall be paid the difference between the pay received for such military duty and the rate regularly paid by the district, for a period of up to fifteen days in any calendar year. Moreover, the employee shall not lose seniority status, vacation, sick leave, or any benefits while engaged in such period of training or active service. This payment will be limited to fifteen days per year and will be paid upon presentation of a certificate of satisfactory performance of said duties. Longer leaves of absence without pay and reinstatement rights for an employee called to active service in time

of war or other emergency declared by proper authority, shall be governed by state law.

B. Emergency Leave

An employee may request a leave of absence, without pay, in cases of prolonged illness or other emergencies, such as household accidents, long-distance travel for family events, or weather-related travel delays. An employee granted an emergency leave of absence shall suffer no loss of seniority or job rights and shall return at the same salary status as prevailed when the leave was granted.

C. Jury Duty

An employee absent from their duties because of jury duty shall be paid the difference between their normal salary and that remuneration received for such jury duty. The continuation of normal salary is subject to the reimbursement to the district of the amount paid by the court for services rendered.

VI. DISSEMINATION OF POLICY

A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.

B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References:

Minn. Stat. §122A.46 Extended leaves of absence.

Minn. Stat. §§ 181.940-181.944 (Parenting Leave)

Minn. Stat. 192.26, Subd. 1: State and Municipal officers and employees not to lose pay while on military duty.

Minn. Stat. 192.261 (Leaves of Absence)

10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)

29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)

38 U.S.C. § 101 (Definitions)

29 C.F.R. Part 825 (Family and Medical Leave Act)

RATIFIED BY THE BOARD OF EDUCATION: March 15, 1999

REVIEWED AND REAFFIRMED BY THE BOARD OF EDUCATION: June 11, 2012; August 16, 2021; September 5, 2023; September 16, 2024

1 REVISED BY THE BOARD OF EDUCATION: January 7, 2002; January 4, 2021;
2 September 6, 2022

RICHFIELD PUBLIC SCHOOLS
**MANDATED REPORTING OF CHILD NEGLECT
OR PHYSICAL OR SEXUAL ABUSE**

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of ~~the school district~~ Richfield Public Schools to fully comply with Minn. Stat. –Ch. 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. It shall be a violation of this policy for any school personnel to fail to immediately report instances of child neglect, or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

- A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:
1. is not likely to occur and could not have been prevented by exercise of due care; and
 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of the event.
- B. "Child" means one under age 18. and, for purposes of Minn. Stat. Ch. 260C (Juvenile Safety and Placement) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.

- 1 D. "Mandated Reporter" means any school personnel who knows or has
2 reason to believe a child is being neglected or physically or sexually
3 abused, or has been neglected or physically or sexually abused
4 within the preceding three years.
- 5
- 6 E. "Mental injury" means an injury to the psychological capacity or
7 emotional stability of a child as evidenced by an observable or
8 substantial impairment in the child's ability to function within a
9 normal range of performance and behavior- with due regard to the
10 child's culture.
- 11
- 12 F. "Neglect" means the commission or omission of any of the acts
13 specified below, other than by accidental means:
- 14
- 15 1. failure by a person responsible for a child's care to supply a
16 child with necessary food, clothing, shelter, health care,
17 medical care, or other care required for the child's physical
18 or mental health when reasonably able to do so;
- 19
- 20 2. failure to protect a child from conditions or actions that
21 seriously endanger the child's physical or mental health
22 when reasonably able to do so, including a growth delay,
23 which may be referred to as failure to thrive, that has been
24 diagnosed by a physician and is due to parental neglect;
- 25
- 26 3. failure to provide for necessary supervision or child care
27 arrangements appropriate for a child after considering
28 factors such as the child's age, mental ability, physical
29 condition, length of absence, or environment, when the child
30 is unable to care for the child's own basic needs or safety or
31 the basic needs or safety of another child in their care;
- 32
- 33 4. failure to ensure that a child is educated in accordance with
34 state law, which does not include a parent's refusal to
35 provide his or her child with sympathomimetic medications;
- 36
- 37 5. prenatal exposure to a controlled substance as defined in
38 state law used by the mother for a nonmedical purpose, as
39 evidenced by withdrawal symptoms in the child at birth,
40 results of a toxicology test performed on the mother at
41 delivery or the child's birth, or medical effects or
42 developmental delays during the child's first year of life that
43 medically indicate prenatal exposure to a controlled
44 substance or the presence of a fetal alcohol spectrum
45 disorder;
- 46
- 47 6. medical neglect as defined by Minn. Stat. § 260C.007, subd.
48 6, clause (5);
- 49

7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment care of disease or remedial care of the child in lieu of medical care.

- G. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

- H. "Physical Abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 125A.0942 or § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minn. Stat. § 121A.582.

Actions that are not reasonable and moderate include, but are not limited to, any of the following:

1. throwing, kicking, burning, biting, or cutting a child;
2. striking a child with a closed fist;
3. shaking a child under age three;

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Indent: Left: 1.25", No bullets or numbering

4. striking or other actions which result in any nonaccidental injury to a child under 18 months of age;
 5. unreasonable interference with a child's breathing;
 6. threatening a child with a weapon, as defined in Minn. Stat. § 609.02, subd. 6;
 7. striking a child under age one on the face or head;
 8. striking a child who is at least age one but under age four on the face or head, which results in an injury;
 9. purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances;
 10. unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or
 11. in a school facility or school zone, an act by a person responsible for the child's care, that is a violation under Minn. Stat. § 121A.58.
- I. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes neglect or physical or sexual abuse of a child and contains sufficient content to identify the child and any person believed to be responsible for the neglect or abuse, if known.
- J. "School Personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement or childcare services.
- K. "Sexual Abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, § Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, § Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. —Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. —Sexual

Formatted: Indent: Left: 1.5", No bullets or

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Indent: Left: 1.5", No bullets or

Formatted: Indent: Left: 1.5", No bullets or

Formatted: Indent: Left: 1.5", No bullets or

Formatted: Indent: Left: 1.5", No bullets or

Formatted: Indent: Left: 1.5", No bullets or

abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b (a) or (b) (Registration of Predatory Offenders).

- L. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. -Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm under Minnesota Statutes, section 260E.03, subdivision 5, or a similar law of another jurisdiction; (2) been found to be palpably unfit under Minnesota Statutes, section 260C.301, subdivision 1, paragraph (b), clause 3, or a similar law of another jurisdiction; (3) committed an act that resulted in an involuntary termination of parental rights under Minnesota Statutes, section 260C.301, or a similar law of another jurisdiction; or (4) or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative or parent under Minnesota Statutes, section 260C.515, subdivision 4, or a similar law of another jurisdiction, ~~subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.~~

IV. REPORTING PROCEDURES

- A. A mandated reporter shall immediately report- the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, ~~tribal~~ social services agency, or tribal police department. The reporter will include their name and address in the report.
- B. An oral report shall be made immediately by telephone or otherwise. The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. -Any report shall be of sufficient content to identify the child,

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

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

Formatted: Font: (Default) Arial, 12 pt

any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment, and the name and address of the reporter.

- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.
- I. The Minnesota Department of Education (MDE) is responsible for assessing or investigating allegations of child maltreatment in schools. Although a report may be made to any of the agencies listed in Section IV.A., above, and there is no requirement to file more than one report, if the initial report is not made to MDE, it would be helpful to MDE if schools also report to MDE. Administrative Guideline 409.1 provides additional information

regarding reporting suspected maltreatment in schools by school employees.

V. INVESTIGATION

- A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering the facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. ~~The~~ interview may take place outside the presence of the alleged offender or parent, legal guardian, or a school official. ~~The~~ investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded. If the investigator is a ~~Police-police Officer~~officer, Board Policy 977 and Guidelines 977.1 will be followed.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. ~~The~~ notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. ~~The~~ conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. ~~Every~~ effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.

1 D. Where the alleged offender is believed to be a school official or
2 employee, the school district shall additionally conduct its own
3 investigation independent of MDE and, if involved, the local welfare
4 or law enforcement agency.

5
6 E. Upon request by MDE, the school district shall provide all
7 requested data that are relevant to a report of maltreatment and are
8 in the possession of a school facility, pursuant to an assessment or
9 investigation of a maltreatment report of a student in school. -The
10 school district shall provide the requested data in accordance with
11 the requirements of the Minnesota Government Data Practices Act,
12 Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy
13 Act, 20 U.S.C. § 1232g.

14
15 **VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR**
16 **POTENTIAL ABUSE**

17
18 A. When a local welfare or local law enforcement agency determines
19 that a potentially abused or abused child should be interviewed on
20 school property, written notification of the agency's intent to
21 interview on school property must be received by school officials
22 prior to the interview. -The notification shall include the name of the
23 child to be interviewed, the purpose of the interview, and a
24 reference to the statutory authority to conduct the interview. -The
25 notification shall be private data. -School officials may not disclose
26 to the parent, legal custodian, or guardian the contents of the notice
27 or any other related information regarding the interview until notified
28 in writing by the local welfare or law enforcement agency that the
29 investigation has been concluded. If the investigator is a ~~Police~~
30 police Officer/officer, Board Policy 977 and Guidelines 977.1 will be
31 followed.

32
33 B. All records regarding a report of maltreatment, including any
34 notification of intent to interview which was received by the school
35 as described above in Paragraph A, shall be destroyed by the
36 school only when ordered by the agency conducting the
37 investigation or by a court of competent jurisdiction.

38
39 **VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR**
40 **VIOLENCE**

41
42 Under certain circumstances, alleged physical or sexual abuse may also
43 be sexual harassment or violence under Minnesota law. -If so, the duties
44 relating to the reporting and investigation of such harassment or violence
45 may be applicable.

46
47 **VIII. DISSEMINATION OF POLICY AND TRAINING**

48
49 A. This policy shall appear in school personnel handbooks where
50 appropriate.

- 1
- 2 B. The ~~School~~ District will develop a method of discussing this policy
- 3 with school personnel. ~~The~~ District will also review the mandated
- 4 reporting process along with this policy annually with new staff and
- 5 at least every five years. ~~Additionally~~, a review would occur upon
- 6 significant statutory changes leading to a change in practice.
- 7
- 8 C. This policy shall be reviewed at least annually by the
- 9 superintendent or designee for compliance with state law.
- 10
- 11

12 **Legal References:**

13 Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act),

14 Minn. Stat. § 121A.58 (Corporal Punishment)

15 Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)

16 Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)

17 Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)

18 Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)

19 Minn. Stat. § 260C.007, Subd.6, clause (5) (Child in Need of Protection)

20 Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)

21 Minn. Stat. § 260D (Child involuntary Foster Care for Treatment)

22 Minn. Stat. § 260E (Reporting of Maltreatment of Minors)

23 Minn. Stat. § 609.02, Subd.6 (Definitions–Dangerous Weapon)

24 Minn. Stat. § 609.341, Subd. 10 (Definitions–Position of Authority)

25 Minn. Stat. § 609.341, Subd. 15 (Definitions–Significant Relationship)

26 Minn. Stat. § 609.379 (Reasonable Force)

27 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

28

29 **Cross References:**

30 Board Policy 410 (Mandated Reporting of Maltreatment of Vulnerable Adults)

31 Board Policy 977 and Guidelines 977.1 (Cooperation with Law Enforcement

32 Agencies)

33

34

35 RATIFIED BY THE BOARD OF EDUCATION: August 4, 2003

36

37 REVISED BY THE BOARD OF EDUCATION: May 5, 2008, May 6, 2019,

38 August 17, 2020; September 6, 2022; August 18, 2025

39

40 REVIEWED AND REAFFIRMED BY THE BOARD OF EDUCATION: August 16,

41 2021; September 5, 2023; September 16, 2024

Formatted: Left, Indent: Left: 0", First line: 0", Tab stops: Not at 1.5"

Formatted: Left

Formatted: Space After: 0 pt, Tab stops: 0", Left

Formatted: Left

Formatted: Space After: 0 pt, Tab stops: 0", Left

Formatted: Left

Formatted: Left, Tab stops: Not at 1.5"

Formatted: Left, Indent: Left: 0", First line: 0", Tab stops: Not at 1.5"

Formatted: Left, Tab stops: 0", Left

Formatted: Tab stops: 0", Left

RICHFIELD PUBLIC SCHOOLS

MANDATED REPORTING OF CHILD MALTREATMENT IN SCHOOLS

I. PURPOSE

The purpose of these administrative guidelines is to provide additional guidance regarding the reporting of child maltreatment in schools by school employees.

II. RESPONSIBILITY AND AUTHORITY OF MINNESOTA DEPARTMENT OF EDUCATION

Minn.Stat. §626.556 Subd. 3b, as revised in 1999, designated the Minnesota Department of Education (MDE) as the agency responsible for assessing or investigating allegations of child maltreatment in schools as defined by Minn. Stat. §120A.05 Subd. 9, 11, and 13 and Minn. Stat. §124D.10 M.S.

MDE and law enforcement are responsible for assessing and investigating reports of suspected maltreatment of school children in schools. In conducting its assessments and investigations, MDE has the same broad powers and duties as local social service agencies when conducting child maltreatment investigations. This includes access to relevant information necessary to conduct the assessment or investigation, as authorized by Minn. Stat. §626.556, Subd. 10b.

MDE has a right to access educational data and personnel data when needed for maltreatment investigations, pursuant to Minn. Stat. §13.32, Subd.3(n), and 13.43, Subd. 14.

III. REPORTING SUSPECTED CHILD MALTREATMENT IN SCHOOLS

Professionals or professionals' delegates engaged in education are legally mandated to report known or suspected maltreatment of minors, including instances of maltreatment that occur at school. If the known or suspected maltreatment occurred at school, it may be reported to one or more of the following: (1) local law enforcement (Hennepin County Sheriff's office or Richfield Department of Public Safety), (2) Hennepin County Social Services, and/or (3) MDE. A form for reporting to MDE is appended. Employees are also expected to inform a school administrator of known or suspected maltreatment that occurs at school, to allow the district to take appropriate action. However, a report to the school administrator does not satisfy the statutory requirement to report to local law enforcement, social services or MDE. School Administrators, Social Workers, Counselors, or other Professionals may partner in reporting in suspected maltreatment, however, the employee taking the initial report is legally considered to be the mandated reporter.

Additional information about mandated reporting of child maltreatment can be found on the MDE website (education.state.mn.us) under Accountability Programs

IV. TRAINING SCHOOL STAFF

1. As part of their orientation to Richfield Public Schools, all new staff are informed by their supervisor of their legal responsibility to report all suspected abuse or neglect of children or vulnerable adults.
2. RPS Administration will provide ongoing support and training to staff in the awareness of mandated reporting requirements and the implementation of this policy annually with new staff and at least every five years. Additionally, a review would occur upon significant statutory changes leading to a change in practice.
3. RPS Administration will develop and implement additional procedures and training to support administrators, social workers and additional professionals in the implementation of mandated reporting guidelines and the policy.

Dated: August 4, 2003
Reviewed: August 17, 2020; August 16, 2021; September 6, 2022; September 5, 2023; September 16, 2024
Revised: May 5, 2008; May 6, 2019

Adopted: _____

MSBA/MASA Model Policy
414

Orig. 1995

Revised: _____

Rev. 2025

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

[NOTE: This policy reflects the mandatory law regarding reporting of maltreatment of minors and is not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minnesota Statutes chapter 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

- A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. "Child" means one under age 18 and, for purposes of Minnesota Statutes, chapter 260C (Juvenile Safety and Placement) and Minnesota Statutes, chapter 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minnesota Statutes, chapter 260C.451 (Foster Care Benefits Past Age 18).
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Mandated reporter" means any school personnel who knows or has reason to believe a child is being maltreated or has been maltreated within the preceding three years.
- E. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.

F. "Neglect" means the commission or omission of any of the acts specified below, other than by accidental means:

1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child's physical or mental health when reasonably able to do so;
2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in his or her care;
4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;
5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
6. medical neglect as defined by Minnesota Statutes, section 260C.007, subdivision 6, clause (5);
7. chronic and severe use of alcohol or a controlled substance by a person responsible for the care of the child that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

G. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minnesota Rules, part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only

with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minnesota Rules, chapter 9503.

- H. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- I. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minnesota Statutes, section 125A.0942 or 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minnesota Statutes, section 121A.582.

Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minnesota Statutes, section 609.02, subdivision 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minnesota Statutes, section 609.379, including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minnesota Statutes, section 121A.58.

- J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.
- K. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.

- L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minnesota Statutes, section 609.341, subdivision 15), or by a person in a current or recent position of authority (as defined in Minnesota Statutes, section 609.341, subdivision 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation that requires registration under Minnesota Statutes, section 243.166, subdivision 1b(a) or (b).
- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm under Minnesota Statutes, section 260E.03, subdivision 5, or a similar law of another jurisdiction; (2) been found to be palpably unfit under Minnesota Statutes, section 260C.301, subdivision 1, paragraph (b), clause 3, or a similar law of another jurisdiction; (3) committed an act that resulted in an involuntary termination of parental rights under Minnesota Statutes, section 260C.301, or a similar law of another jurisdiction; or (4) committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative or parent under Minnesota Statutes, section 260C.515, subdivision 4, or a similar law of another jurisdiction.

IV. REPORTING PROCEDURES

- A. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.
- B. An oral report shall be made immediately by telephone or otherwise. The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment, and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.

- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

[NOTE: The Minnesota Department of Education (MDE) is responsible for assessing or investigating allegations of child maltreatment in schools. Although a report may be made to any of the agencies listed in Section IV. A., above, and there is no requirement to file more than one report, if the initial report is not made to MDE, it would be helpful to MDE if schools also report to MDE.]

V. INVESTIGATION

- A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian, or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall

have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable, and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.

- D. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code, section 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

VIII. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks.
- B. The school district will develop a method of discussing this policy with school personnel.
- C. This policy shall be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)

Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.301 (Termination of Parental Rights)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

RICHFIELD PUBLIC SCHOOLS

MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school district to fully comply with Minn. Stat. §626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

- A. "Mandated Reporters" means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
- B. "Vulnerable Adult" means any person 18 years of age or older who:
 - 1. is a resident or inpatient of a facility, ;
 - 2. receives services required to be licensed under Minn. Stat. Ch. 245A, except as excluded under Minn. Stat. § 626.5572, Subd. 21(a)(2);
 - 3. receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program;
or
 - 4. regardless of residence or type of service received possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to adequately provide the person's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.
- C. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.

1 D. "Neglect" means the failure or omission by a caregiver to supply a
2 vulnerable adult with care or services, including but not limited to,
3 food, clothing, shelter, health care, or supervision which is: (1)
4 reasonable and necessary to obtain or maintain the vulnerable
5 adult's physical or mental health or safety, considering the physical
6 and mental capacity or dysfunction of the vulnerable adult; and (2)
7 which is not the result of an accident or therapeutic conduct.

8
9 Neglect also includes the absence or likelihood of absence of care
10 or services, including but not limited to, food, clothing, shelter,
11 health care, or supervision necessary to maintain the physical and
12 mental health of the vulnerable adult which a reasonable person
13 would deem essential to obtain or maintain the vulnerable adult's
14 health, safety, or comfort considering the physical or mental
15 capacity or dysfunction of the vulnerable adult.

16
17 Neglect does not include actions specifically excluded by Minn.
18 Stat. §626.5572, Subd. 17.

19
20 E. "Abuse" means:

- 21
22 1. An act against a vulnerable adult that constitutes a violation of,
23 an attempt to violate, or aiding and abetting a violation of:
24 a. assault in the first through fifth degrees as defined in
25 sections 609.221 to 609.224;
26 b. the use of drugs to injure or facilitate crime as defined in
27 section 609.235;
28 c. the solicitation, inducement, and promotion of prostitution
29 as defined in section 609.322; and
30 d. criminal sexual conduct in the first through fifth degrees
31 as defined in sections 609.342 to 609.3451.

32
33 A violation includes any action that meets the elements of
34 the crime, regardless of whether there is a criminal
35 proceeding or conviction.

- 36
37 2. Conduct which is not an accident or therapeutic conduct as
38 defined in this section, which produces or could reasonably be
39 expected to produce physical pain or injury or emotional
40 distress including, but not limited to, the following:
41 a. hitting, slapping, kicking, pinching, biting, or corporal
42 punishment of a vulnerable adult;
43 b. use of repeated or malicious oral, written, or gestured
44 language toward a vulnerable adult or the treatment of a
45 vulnerable adult which would be considered by a
46 reasonable person to be disparaging, derogatory,
47 humiliating, harassing, or threatening;
48 c. use of any aversive or deprivation procedure,
49 unreasonable confinement, or involuntary seclusion,
50 including the forced separation of the vulnerable adult

from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and
d. use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825.

3. Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.

4. The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another.

Abuse does not include actions specifically excluded by Minn. Stat. §626.5572, Subd. 2.

F. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult.

Financial exploitation also includes:

1. the willful use, withholding or disposal of funds or property of a vulnerable adult;
2. the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult;
3. the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and
4. the use of force, coercion or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.

G. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.

H. "School Personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement or other caretaking services of vulnerable adults.

I. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports. .
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall to the extent possible identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose not public data as defined under Minn. Stat. §13.02 to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against the vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks where appropriate.
- B. The school district will develop a method of discussing this policy with school personnel. District will also review mandated reporting process along with this policy annually with new staff and at least every five years for staff working with adults. Additionally, a review would occur upon significant statutory changes leading to a change in practice. This policy shall be reviewed at least annually by superintendent or designee for compliance with state law.

Legal References:

Minn. Stat. § 13.02 (Collection, Security, and Dissemination of Records; Definitions)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. §609.234 (Crimes Against the Person)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. §626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. §626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

Cross References:

Board Policy 103 (Harassment Prohibition)
Board Policy 409 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

RATIFIED BY THE BOARD OF EDUCATION: August 4, 2003
REVISED BY THE BOARD OF EDUCATION: May 5, 2008; May 6, 2019
REVIEWED AND REAFFIRMED BY THE BOARD OF EDUCATION: August 17, 2020; August 16, 2021; September 6, 2022; September 5, 2023; September 16, 2024

RICHFIELD PUBLIC SCHOOLS

STUDENT BEHAVIOR

I. PURPOSE

A. Richfield Public Schools recognizes that appropriate school behavior is critical to academic success and a safe and vibrant learning community. Teaching and learning appropriate school behavior is the task of all staff, students, and parents/guardians. Working together to establish and maintain high standards of behavior and a school culture that respects and accepts differences is a shared responsibility.

B. Effective discipline:

1. Is meant to be educational. Behavior expectations should be proactively taught to students and continuously reinforced.
2. Considers the age and development of the student in framing the instruction in appropriate behavior and the consequences for misbehavior.
3. Includes building relationships, repair of harm and restoring relationships, teaching skills and accountability, and restorative practices to re-engage students in their learning community.
4. Maximizes the amount of student and staff time and attention spent on teaching and learning.
5. Seeks to minimize the amount of student instruction time lost as a result of removal from classes due to misbehavior.

C. Richfield Public Schools is responsible to ensure a safe and orderly learning and working environment for all students and staff. The District asks parents/guardians and families to partner in teaching and supporting appropriate school behavior to maximize the academic success of their students.

II. GENERAL STATEMENT OF POLICY

A. Responses to student behavior will be reflective of Richfield Public Schools' stated beliefs, including the following:

1. Quality education requires cooperation and partnership among students, home, school, and community.
2. A safe, supportive, and engaging environment promotes learning.
3. Expectations and effort influence performance.
4. Learning about and respecting individual differences fosters unity and strengthens community.

5. Each person can learn and deserves to learn, and learning is everyone's responsibility.
6. Core values such as caring, honesty, respect and responsibility must be developed.
7. There is strength in cooperation, collaboration and healthy competition.
8. Adults are capable of controlling their own behavior and can model expectations for students through self-regulation.

III. RESPONSIBILITIES

- A. The superintendent, in collaboration with the school board and district administration, is responsible for:

1. providing directives to enforce this policy;
2. establishing high standards of behavior for students;
3. analyzing behavior data overall as well as disaggregated by student group (race, gender, disability, etc.) to identify disproportionalities and respond appropriately;
4. identifying adequate means for the documentation of behavior responses and the analysis of behavior data;
5. engaging appropriate community resources and identifying appropriate training for staff, student, parents and community partners;
6. leading the District to maintain a culture that respects and accepts differences.

- B. The principal or administrative designee is responsible for:

1. leading the collaborative development of the school's behavior and restorative practices plan;
2. ensuring that annual notices are given to students, parents/guardians and staff;
3. communicating the school behavior expectations to students and parent/guardians at the beginning of the school year;
4. communicating with teachers after responding to a student being removed from the classroom;
5. communicating with parent/guardians when responding to student behavior concerns when the student is removed from class;
6. ensuring that teachers are appropriately implementing the school behavior plan and following individualized behavior plans for specific students;
7. developing and sustaining partnerships with identified community resources;
8. leading the review of school behavior data to identify training needs with a view toward improving student outcomes;
9. reporting behavior data at least annually to their school community;
10. reviewing behavior data with the superintendent or other District leadership no less than annually;
11. leading the school to maintain a culture that respects and accepts differences.

- C. Teachers are responsible for:

1. leading the development of the classroom behavior and restorative practices standards and procedures aligned to the District and building expectations;
2. ensuring that all students are taught the expected school behavior in their classroom and throughout the school;
3. participating in identifying students using data-driven methods that would benefit from additional support from school and community resources;
4. Participating in implementation of the school behavior plan and restorative practices;
5. participating in data review, necessary training, and analysis of behavior data to improve student outcomes;
6. communicating with students when behavior interferes with learning;
7. communicating with parent/guardians when there is a pattern of student behavior;
8. working together with other staff and students to maintain a school culture that respects and accepts differences.

D. Non-classroom school staff members are responsible for:

1. implementing with consistency the District behavior standards and school behavior standards;
2. supporting and celebrating positive student behaviors and addressing negative behaviors when observed;
3. participating in training and analysis of behavior data to improve student outcomes as directed by the principal or site administrator;
4. working together with other staff and students to maintain a school culture that respects and accepts differences.

E. Parents/guardians are responsible for:

1. partnering with their student's schools to know and implement with consistency the District behavior standards and school and classroom rules to improve their student's outcomes;
2. helping their student learn the behavior standards of their schools and classrooms;
3. working collaboratively with school staff and their student to respond to and resolve behavior issues.

F. Students are responsible for:

1. learning the behavior expectations of the District, their school and their classrooms;
2. taking personal responsibility and accountability for their behavior as they are able;

3. working to improve the relationships they have with their peers, their teachers and with other school staff;
4. working together with their peers, their teachers and with other school staff to maintain a school culture that respects and accepts differences.

IV. DEVELOPMENT AND COMMUNICATION OF BEHAVIOR STANDARDS

The District is committed to teaching all students and to ensuring that students' learning is not disrupted by the behavior of others. The District is committed to taking actions to provide a safe learning environment for all students, and a safe working environment for all staff.

- A. The superintendent shall report behavior data to the schoolboard no less than annually.
- B. Building principals shall review behavior data with the superintendent no less than annually.
- C. Every school shall establish and teach behavior expectations and responses to student inappropriate behavior that are consistent with this policy and accompanying administrative guidelines, and directives from the superintendent. All school staff shall receive training on the school's plan.
- D. Every classroom shall establish behavior standards and norms within the District's policy, the superintendent's directives and the school's behavior plan with participation from the students in the classroom. All students shall be taught the behavior standards established.
- E. Every school employee shall demonstrate high standards of behavior that model appropriate school behavior, including communicating with staff and students in a respectful manner, and shall monitor and respond to student behavior.
- F. Every school shall examine discipline data to ensure that responses to student behavior do not show evidence of bias or discriminatory behavior. Schools shall also use behavior data to identify and provide additional training to staff and students; and to provide effective interventions for students to improve student outcomes.
- G. Student age, developmental stage and individual needs based on culture, language or disability, or other relevant factors, shall be considered in determining the appropriate response to behavior.
- H. Behavior standards for students with an Individualized Education Program ("IEP"), Individual Accommodation Plan ("IAP/504 Plan") shall be supported by the terms of

the accommodations of their written program or plan to the extent they differ from the district policy, regulations and school plan.

- I. The District will make this policy and accompanying administrative guidelines available on the District's website and they also shall be available upon request in each principal's office. The school board encourages use of a variety of media to increase awareness.
- J. Students and parents/guardians shall receive notice of classroom rules established by their classrooms.
- K. The District will report to the Minnesota Department of Education all measures of disciplinary data that are required by statute.

V. DISCIPLINE COMPLAINT PROCEDURE

Students, parents/guardians and District staff members may file a complaint and seek corrective action with this policy is not being implemented appropriately or is being discriminately applied.

- A. The District must provide parents/guardians with instructions for filing a complaint.
- B. All parties involved must be allowed to submit additional information related to the complaint.
- C. An investigation into the complaint must begin within three (3) days of receiving the complaint. The principal or designee of the school where the discipline occurred will manage the investigation and keep a record of the relevant information.
- D. The principal or designee will issue a written determination to the complainant that addresses each allegation and contains findings and conclusions.
- E. If the investigation finds that this policy was not implemented appropriately, a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance in the future will be put into place.
- F. Reprisals or retaliation against any person who asserts, alleges, or reports a complaint is prohibited. The District will apply appropriate consequences for any person who engages in reprisal or retaliation.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

216 Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota
217 Students)
218 Minn. Stat. § 120B.232 (Character Development Education)
219 Minn. Stat. § 121A.26 (School Preassessment Teams)
220 Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
221 Minn. Stat. § 121A.40 *et seq.* (Pupil Fair Dismissal Act)
222 Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
223 Minn. Stat. § 121A.58 *et seq.* (Discipline, All Students)
224 Minn. Stat. §§ 121A.60 (Definitions)
225 Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
226 Minn. Stat. § 122A.42 (General Control of Schools)
227 Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
228 Minn. Stat. § 124D.03 (Enrollment Options Program)
229 Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
230 Minn. Stat. Ch. 125A (Special Education and Special Programs)
231 Minn. Stat. § 152.22, Subd. 6 (Definitions)
232 Minn. Stat. § 152.23 (Limitations)
233 Minn. Stat. Ch. 260A (Truancy)
234 Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
235 20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
236 29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
237 34 C.F.R. § 300.530(e)(1) (Manifestation Determination)
238
239 RATIFIED BY THE BOARD OF EDUCATION: July 15, 1963
240
241 REVISED BY THE BOARD OF EDUCATION: September 18, 1978; November 15, 1982; June
242 18, 1984; June 6, 1994; November 20, 1995; February 7, 2000; February 20, 2001; April 21,
243 2003; March 15, 2004; June 17, 2008; July 15, 2019; May 6, 2024
244
245 REVIEWED AND REAFFIRMED BY THE BOARD OF EDUCATION: August 17, 2020;
246 August 16, 2021; September 6, 2022; September 16, 2024
247

ADMINISTRATIVE GUIDELINE 541.1

STUDENT BEHAVIOR

I. PURPOSE

This administrative guideline applies to student behavior in school, on school property, in and around school vehicles, and at school-sponsored events both within and outside Richfield Public Schools, and both during and outside of the school day. The goal of Richfield Public Schools is to provide students a safe school environment to promote academic success and a vibrant learning community. Fair and appropriate implementation of the student behavior policy is important to this goal, and every interaction between staff and students matters. Richfield Public Schools also recognizes that removal from instruction can work against the academic achievement of students, and should be avoided whenever possible. The purpose of this administrative guideline is to establish the system of classification of student behaviors and administrative responses to those behaviors.

II. DEFINITIONS

- A. “Nonexclusionary disciplinary policies and practices” means policies and practices that are alternatives to dismissing a student from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title I services or reading interventions, and alternative education services.
- B. “Pupil withdrawal agreement” means a verbal or written agreement between a school administrator or district administrator and a student’s parent to withdraw a student from the District to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

III. GENERAL STATEMENT OF REGULATION

- A. All responses to student inappropriate behavior should include elements of teaching or re-teaching appropriate school behavior and restoration of relationships affected by the student behavior.
- B. Alternatives to removal from instruction will be used unless the behavior of the student places the student or others in danger, or the disruption to the educational environment can only be remedied by a referral out of the classroom, or the referral out of the classroom is required by law. Alternatives to removal will be utilized within the classroom and may include a variety of methods and classroom management strategies.
- C. Opportunities for students to repair relationships affected or harmed by their behavior shall be offered as part of the response to behaviors. Where the student has been

removed from the classroom for any amount of time, opportunities to repair relationship should be provided.

D. Responses to student behavior should be free from bias and discrimination.

V. LEVELS AND RESPONSES

Inappropriate conduct varies. It may disrupt a learning environment, cause injury to oneself or others, damage personal or public property, violate school regulations or civil laws, or have several impacts simultaneously. Similarly, a single infraction can range from very minor to very serious. Accordingly, individual circumstances must be considered in every case and responses to conduct must be fair, equitable, and proportionate.

A. Levels of student behavior are established as indicated in the RPS Behavior Levels and Responses chart which accompanies this administrative guideline, and are organized in five levels as follows. The levels of behavior are not linear but progressive in response to behavior.

1. Level 1 behavior incidents are minor in effect and are addressed at the classroom level. The staff response is to first self-regulate and then prompt, re-teach or practice the expected behavior so students learn and demonstrate kind, responsible and safe behaviors. Staff members are expected to use a variety of teaching and management strategies.
2. Level 2 behavior incidents are also minor in effect and are usually addressed at the classroom level. The staff response is to first self-regulate and then prompt, re-teach or practice the expected behavior so students learn and demonstrate kind, responsible and safe behaviors. Level 2 behavior incidents include:
 - a. repeated or significant incident(s) of Level 1;
 - b. unexpected behavior towards another student, staff, volunteers, etc;
 - c. behavior that is generally managed with a brief strategy by an adult present in that setting, and may include additional brief contact with support staff such as a dean, social worker, student engagement specialist, campus supervisor or other trusted adult.
3. Level 3 behavior incidents are more serious in effect and are usually addressed outside the classroom by the student support team. These actions aim to correct behavior by stressing the seriousness of the behavior while providing access to educational programming.
4. Level 4 behavior incidents have a more serious impact and are addressed outside the classroom by school administration and possibly, additional district-level support. These strategies or responses focus on maintaining the safety of the school community and ending self-destructive and/or dangerous behavior.
5. Level 5 behavior incidents are the most serious in effect and require the principal to notify the superintendent or designee. Furthermore, in consulting with the superintendent or designee, these behaviors may result in the potential for police

notification and potential expellable offenses. The focus is on maintaining the safety of the school community and ending self-destructive and/or dangerous behavior.

B. Exclusion from Recess

Excluding or excessively delaying a student from participating in a scheduled recess period is not an allowable consequence for student behavior unless:

1. The student causes or is likely to cause serious physical harm to other students or staff; or
2. The student's parent/guardian specifically consents to the use of exclusion from recess as a consequence; or
3. For a student receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

A student may not be excluded from recess based on incomplete school work.

School staff must make a reasonable attempt to notify a parent/guardian within 24 hours of withholding recess.

The District must compile information on each instance of withholding recess, including the student's age, grade, gender, race or ethnicity, and special education status. This information will be available to the public upon request.

Excluding or excessively delaying a student from participating in scheduled mealtimes is prohibited.

VI. RESTRICTIVE PROCEDURES

- A. The District must report data to the Minnesota Department of Education on its use of any restrictive procedures used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding or seclusion. This includes restrictive procedures used by an unauthorized or untrained staff person.
- B. Beginning in the 2024-2025 school year, the District must also report data to the Minnesota Department of Education on its use of any restrictive procedures on a student without a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding or seclusion. This includes restrictive procedures used by an unauthorized or untrained staff person.

VII. PROCEDURES FOR DETECTING AND ADDRESSING CHEMICAL ABUSE

- A. Any District staff member who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on school premises or involved in school-related activities, shall notify a school administrator as soon as practicable.
- B. Each school will have a method for students to anonymously report when they have knowledge that a student is using, possessing, or transferring alcohol or a controlled substance while on school premises or involved in school-related activities.
- C. The Student Teacher Assistance Team (STAT) is responsible for addressing reports of students whose academic performance is being negatively affected by repeated incidents of using, possessing, or transferring alcohol or a controlled substance while on school premises or involved in school-related activities. Within 45 days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse. As appropriate, the team may recommend drug prevention activities such as counseling, mentoring, referral services, and other student assistance practices and programs.
- D. Any searches for alcohol or controlled substances will adhere to Policy 543: Search of Student Lockers, Desks, Personal Possessions, Student's Person, Motor Vehicles, and All Other Locations.

VIII. PROCEDURES FOR OUT OF SCHOOL REMOVALS

A. Administrative Conference

If a student is assigned an out of school removal from instruction for conduct which materially disrupts the rights of others to an education, but where the student does not present an immediate and substantial danger to self, other students, staff or school property, an informal administrative conference must be held with the student unless the student has already left the school grounds.

If a student is assigned an out of school removal from instruction for conduct which reasonably can be believed to cause an immediate and substantial danger to the student, other persons or school property, the student may be removed from the premises without an initial informal administrative conference; however, the student shall be afforded an opportunity to at the earliest possible time to participate in the informal administrative conference.

An informal administrative conference may be held by phone or at an off-campus site if the student presents an immediate or substantial danger to the school.

B. Notification

The principal or designee shall make reasonable efforts to promptly notify the parents of students assigned an out of school removal from instruction.

The principal or designee shall ensure that a written notice containing the grounds for the out of school removal, the known facts, known testimony, a readmission plan and a copy of the *Pupil Fair Dismissal Act* is personally served upon the student at or before the time of the out of school removal from instruction is to take effect at the informal administrative conference. If the informal administrative conference is delayed because removal from instruction was for conduct which reasonably could be believed to cause an immediate and substantial danger to the student, other persons or school property, the written notice shall be given to student at the informal administrative conference when it is held.

The written notice shall also be served upon the parent/guardian, either in person or by certified mail within forty-eight (48) hours of the out of school removal from instruction.

The principal or designee shall notify the Executive Director of Special Programs of any suspensions lasting three days or more for review.

C. Continued Responsibility for Education

School administration must allow the student the opportunity to complete all school work assigned during an out of school removal from instruction and to receive full credit for satisfactorily completing the assignments. The school principal or building leader is encouraged to designate a staff member as a liaison to work with the student's teachers to allow the student to receive timely course materials and other information and to complete daily and weekly assignments and receive teachers' feedback.

Educational services provided during an out of school removal from instruction must be adequate to allow the student to make progress toward meeting graduation standards and help prepare the student for readmission.

The school's continued responsibility for education of the student also applies to students who have been expelled or who have a pupil withdrawal agreement until the student has been enrolled in a new district. Students in this circumstance are still eligible to receive school-based mental health services, and parents/guardians will be informed about accessing community mental health services.

D. Readmission to Instruction

Prior to or after an out of school removal from instruction, the principal or designee shall require the student's attendance at an informal administrative conference prior to the return to classes. Such conferences shall be noticed to the parents/guardians of the student, who are encouraged to attend the conference.

For any out of school removal from instruction, the principal or designee shall prepare a written readmission plan. The proposed plan may include procedures for the student's return to school and classes. The proposed plan also may include provision for an alternative program, which may include, but is not limited to:

1. make-up school work;
2. assigned homework;
3. changes in assigned courses or classroom;
4. changes in student's schedules;
5. provision of tutorial service;
6. provision of student support services,
7. provision of information concerning mental health or other community supports;
8. reassignment to a different educational setting.

If a reassignment to a different educational setting is proposed, the principal shall follow District procedures for reassignment, and the due process rights of the student shall be observed.

The informal administrative readmission conference may be held by phone or at an off-campus site if necessary to meet the needs of the student.

E. Consecutive Removals

Out of school removals from instruction may not be imposed consecutively upon the same student for the same course of conduct, or incident of behavior, except where the student poses an immediate and substantial risk of danger to the student or to persons or property around the student. Whether or not an immediate and substantial risk of danger exists shall be determined by the principal or designee. Notice of the extension shall be given following the same procedure as the initial notice of the removal from instruction.

An out of school removal from instruction may not be extended solely due to the inability or refusal of a parent/guardian to participate in a readmission conference.

Up to two (2) five (5) day suspensions (total of ten school days) may be imposed if the principal determines that the student continues to present an immediate and substantial risk of danger.

A third five (5) day suspension may be imposed only if the District is proposing expulsion or exclusion and the superintendent has been notified.

Whenever a removal from instruction exceeds five (5) days, an alternative instruction program such as those identified in Paragraph V.C shall be provided to the student.

IX. PARTICIPATION IN COMPETITIVE ACTIVITIES

In order to participate in activities governed by the Minnesota State High School League (MSHSL), students must adhere to MSHSL rules and requirements. Student violations of the MSHSL Student Code of Responsibilities may result in ineligibility to participate in MSHSL activities for a period of time as determined by the school principal.

Students who are suspended from school cannot participate in MSHSL activities during the period of suspension and may be ineligible to participate for an additional period of time following the suspension as determined by the school principal.

The MSHSL has established specific penalties for students who engage in sexual, racial or religious harassment or hazing.

Legal References:

Minn. Stat. §121A.40 *et seq.* (Pupil Fair Dismissal Act)

Minn. Stat. § 121A.611 (Recess and Other Breaks)

Cross References:

Policy 103: Harassment Prohibition

Policy 108: Hazing Prohibition

Policy 110: Chemical Use/Abuse

Policy 113: Bullying Prohibition

Policy 116: Equity

Policy 543: Search of Student Lockers, Desks, Personal Possessions, Student's Person, Motor Vehicles, and All Other Locations

MSHSL Official Handbook

Dated: 1975

Revised: 1979; 1982; 1984; 1987; 1991; 1994; 11/95; 2/00; 4/03; 3/15/04, 3/6/06; 6/17/08; 7/15/19; 5/6/2024

Reviewed: 9/03; 8/17/20; 8/16/21; 9/6/22; 9/16/24

RICHFIELD PUBLIC SCHOOLS
SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process which promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota Academic Standards and federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota Academic Standards and federal law requires a consistent level of accountability for the school district. Accordingly, the school district has established a system to adhere to the Minnesota Academic Standards to ensure that each individual will learn, grow and excel and to uphold the level of academic content required to qualify courses for state course credit requirements for graduation. The school district will maintain a system to review and improve instruction, curriculum, and assessment which includes substantial input by students, parents or guardians, and local community members. The school district is accountable to the public and the state through annual reporting. The school board shall receive public input and comment and shall review this policy at least annually.

III. DEFINITIONS

- A. "Comprehensive achievement and civic readiness" means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; have all students graduate from high school; and prepare students to be lifelong learners.
- B. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.
- C. "Graduation Standards" means the credit requirements and locally adopted content standards or Minnesota Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals

- 1. The school board has established school district-wide goals which provide broad direction for the school district. The goals of Richfield Public Schools will be clearly articulated in the Strategic Plan (Policy

101: Strategic Planning). Incorporated in these goals are the graduation and education standards contained in the Minnesota Academic Standards and federal law. The broad goals shall be reviewed annually by the school board.

2. Advisory Committees will be established by the Board to ensure active community participation in all phases of development, implementation, and assessment of school district goals. Advisory Committees will also provide review and oversight of the specific tactics employed in support of strategic goals. The school district-wide improvement goals should address recommendations identified through the Advisory Committee process. School district goals may also be developed through an education effectiveness program, or through some other locally determined process.
3. The school district's goal setting process will include consideration of individual school site goals as well as goals of departments within school sites. However, all operational units within the school district should have strategic goals that clearly and intentionally align with district-wide goals.
4. The superintendent or designee shall communicate progress measurements and participation to the school board throughout this process.

B. Implementation of Standards through Instruction and Curriculum

1. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minn. Stat. § 123B.147, Subd. 3, and teacher evaluations under Minn. Stat. § 122A.40, Subd. 8, or 122A.41, Subd. 5. This process is described in full in Policy 610 Selection and Reevaluation of Instructional Resources and Guideline 610.1 along with Policy 612 Curriculum Development and Guideline 612.1 and Policy 601 Academic Standards and Instructional Curriculum.
2. The superintendent or designee shall communicate progress measurements and participation to the school board throughout this process.

C. Implementation of Graduation Requirements

The Advisory Committees shall also advise the superintendent on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the Advisory Committees shall be published to the community. Graduation Requirements are described in full in Policy 521 Graduation Requirements and accompanying guidelines 521.1 and 521.2.

D. Evaluation of Student Achievement

1. The superintendent shall annually review and determine if student achievement levels at each school site meet federal expectations. If the superintendent determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the superintendent or designee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. This process shall include parental input and collaboration with Advisory Committees. The superintendent or designee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.
2. The educational assessment system component utilized by the superintendent to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The superintendent will utilize models developed by the Commissioner for measuring individual student progress. The superintendent must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.
3. The superintendent or designee shall communicate progress measurements and participation to the school board throughout this process.

E. Scope and Authority of Advisory Committees

1. Advisory Committees will meet multiple times yearly to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.
2. Advisory Committees will continue to provide active community participation and ongoing input and feedback in a variety of areas including:
 - a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota Academic Standards;
 - b. Identifying annual instruction and curriculum improvement goals for recommendation to the superintendent;
 - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals;

- d. Advising the superintendent about development of the annual budget.
3. Advisory Committees shall meet the following criteria:
 - a. Advisory Committees shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.
 - b. Advisory Committees shall make recommendations to the superintendent on school district-wide standards, assessments, and program evaluation.
 - c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
 - d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by Advisory Committees in the instruction and curriculum review process.
4. Advisory Committees shall, when possible, be comprised of at least two-thirds community representatives and shall reflect the diversity of the community. To the extent possible, Advisory Committees shall reflect the diversity of the school district and its school sites and include teachers, parents, support staff, students, and other community residents. Advisory committees shall also deliberately be comprised to represent diverse perspectives and viewpoints. Possible advisory composition could include:
 - a. Leadership (school board member, district representative, building administrator)
 - b. Students
 - c. Staff (Representation from different bargaining groups)
 - d. Parents (Representation from different school buildings)
 - e. Community Members (without school age children)
 - f. Local Business Representatives (representing diverse areas of expertise)
 - g. Others as appropriate

5. Translation services should be provided to the extent appropriate and practicable.
6. Advisory Committees shall meet according to a published calendar of scheduled gatherings. Schedules shall ideally be published on the district website in the yearly calendar and communicated directly to all families via electronic or written communication methods. Notes and documentation shall be maintained by advisory committees and routinely published on the district website.
7. Advisory Committees may include but not be limited to the following list. The descriptions of the advisory committees are included for illustrative purposes and are not intended to be permanent directives.
 - a. Athletics & Activities: This committee reviews and works collaboratively toward providing students, families and the Richfield community with great opportunities for learning and participation beyond the classroom. The committee works with the District, booster clubs, coaches and others to cooperate and coordinate together.
 - b. Community Education: This committee advises the staff and board on matters of planning, growth, development and evaluation of Community Education. The committee addresses programs and services for early learning, youth, teens, adults and families.
 - c. Curriculum: The purpose of this committee is to advise and support the District in their implementation of the curriculum. The committee shares instructional practices, assessment results and district plans to engage in feedback and conversation.
 - d. Finance: The purpose of this committee is to provide advice and counsel to the superintendent in areas of budget and finance related planning. The reoccurring task each year is to help prepare and review the next year's fiscal plan, which is the basis for budget development and staffing.
 - e. Fundraising: This committee creates guidelines and processes for any group associated with Richfield Public Schools that does any fundraising or asking for donations, such as booster groups, PTOs, clubs, student groups, etc.
 - f. Health, Wellness & Safety: This committee identifies and reviews efforts regarding policies and programs as well as facility and maintenance improvements to ensure a safe workplace and healthy place to learn.

- g. Indian Education: This committee serves in an advisory role for the American Indian Education program and helps plan and organize family events for the community.
 - h. Licensure: The purpose of this committee is to facilitate the continuing education and relicensure process of teachers in the district.
 - i. Special Education: This committee's purpose is to keep the connection between families and the special education department. Meetings include updates on current special education topics and how the information relates to services for students.
 - j. Strategic Planning: This committee provides the opportunity for students, families, and residents to provide input for the strategic plan of the District.
 - k. Safe & Supportive Schools: The work of this committee is focused around providing a welcoming, healthy, supportive, safe and caring environment. This group works together to develop clear communication, policies and practices around student attendance and behavior expectations.
 - l. Student Work Experience: This committee's mission is to advise the Richfield Public School's work-based learning program, empowering students to create plans for their futures and develop skills to excel as members of society.
 - m. Technology: This team provides input on technology infrastructure, K-12 digital and media literacy standards, digital learning model, and more.
8. Of the committees listed above, the following are currently required by statute:
- a. Community Education (Minn. Stat. § 124D.19 and Minn. Stat. § 124D.13)
 - b. Curriculum (Minn. Stat. § 120B.11)
 - c. Health, Wellness, & Safety (42 U.S.C. § 1758(b) [Healthy, Hunger-Free Kids Act of 2010] and Minn. Stat. § 182.676)
 - d. Indian Education (Minn. Stat. § 124D.78)
 - e. Special Education (Minn. Stat. § 125A.24)

E. Reporting

1. Consistent with Minn. Stat. § 120B.36, Subd. 1, the superintendent or designee shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to comprehensive achievement and civic readiness. The superintendent must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district will also annually report progress on its Strategic Plan goals through vision cards presented at public school board meetings.
2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.

Legal References:

Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.35 (Student Achievement Levels)
Minn. Stat. § 120B.36 (School Accountability; Appeals Process)
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.04 (Site Decision Making Agreement)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Stat. § 124D.13
Minn. Stat. § 124D.19
Minn. Stat. § 124D.78
Minn. Stat. § 125A.24
Minn. Stat. § 182.676
Minn. Rules Parts 3501.060 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)
42 U.S.C. § 1758(b) (Healthy, Hunger-Free Kids Act of 2010)

Cross References:

Policy 101: Strategic Plan
Policy 521 & Guidelines 521.1 and 521.2: Graduation Requirements
Policy 610 & Guideline 610.1: Selection and Reevaluation of Instructional Resources

- 1 Policy 612 & Guideline 612.1: Curriculum Development
- 2 Policy 601: Academic Standards and Instructional Curriculum
- 3 Policy 620 & Guideline 620.1: Credit for Learning
- 4
- 5 RATIFIED BY THE BOARD OF EDUCATION: 11/16/2020
- 6 REVIEWED AND REAFFIRMED BY THE BOARD OF EDUCATION: 8/16/2021; 9/6/2022;
- 7 9/5/2023
- 8 REVISED BY THE BOARD OF EDUCATION: 9/16/2024
- 9

RICHFIELD PUBLIC SCHOOLS

PUBLIC DATA AND DATA SUBJECT REQUESTS

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA), and Minn. Rules Parts 1205.01001205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or

guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

“Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:

- a. Date the request is made;
- b. A clear description of the data requested;
- c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
- d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

- a. The requested data does not exist; or
 - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
 - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
 - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
 - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
 3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
 4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
 5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

- A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:
 - a. Date the request is made;
 - b. A clear description of the data requested;
 - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - d. Method to contact requestor (phone number, address, or email address).
- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
 1. The estimated costs of preparing the summary data, if any; and
 2. The summary data requested; or
 3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
 4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

- A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.
- B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.
- C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on

individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

- B. A request for individual subject data must include the following information:
 1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;
 2. Date the request is made;
 3. A clear description of the data requested;
 4. Proof that the individual is the data subject or the data subject's parent or guardian;
 5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 6. Method to contact the requestor (such as phone number, address, or email address).
- C. The identity of the requestor of private data is private.
- D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

- A. Public Data
 1. The school district may charge for copies provided as follows:
 - a. 100 or fewer pages of black and white, letter or legal sized paper copies may be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
 - b. More than 100 pages or copies on other materials will be charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
 - (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for in cash in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:
 - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based recordkeeping system, including computers and microfilm systems;
 - b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

Data Practices Compliance Official:

Craig Holje, Chief Human Resources and Administrative Officer
District Office: 401 70th St. W., Richfield, MN 55423
612-798-6031, Fax: 612-798-6057
craig.holje@rpsmn.org

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References:

Policy 412: Public and Private Personnel Data
Policy 581: Protection and Privacy of Pupil Records

RATIFIED BY THE BOARD OF EDUCATION: 10/5/20
REVISED BY THE BOARD OF EDUCATION: 9/16/2024

RICHFIELD PUBLIC SCHOOLS
CRISIS MANAGEMENT POLICY

I. INTRODUCTION

This policy is pursuant to Minn. Statute § 121A.035, which requires school boards to approve a Crisis Management Policy.

II. PURPOSE

Policy 802 and the Emergency Procedures are intended to serve as a guide for Richfield Public Schools district and building administrators, school employees, students and community, and are designed to address a wide range of potential crisis situations.

III. THE PLAN

This policy is to be used when developing a building-specific Emergency Plan to coordinate protective actions prior to, during, and after any emergency or potential crisis situation. The superintendent shall be responsible for developing and annually updating Emergency Procedures to accommodate the District's needs. The superintendent works in conjunction with district and building administrators to update site specific procedures, connect with and update committee resources, and to train staff.

IV. ELEMENTS OF A SCHOOL'S CRISIS MANAGEMENT PLAN

The superintendent shall develop district-wide and building-specific Emergency Procedures that shall include A) Crisis Management Checklist, B) Emergency Procedures, and C) Postvention Manual.

The school's plan shall be created in consultation with experts in the field and other appropriate individuals and groups likely to be involved in assisting with a school emergency.

A. District Crisis Protocols

The Emergency Procedures shall include:

- Evacuation Procedures
- Sheltering/Lockdown Procedures
- Other Crisis Response

These elements will include both district wide and building specific procedures.

1. Communication Procedures

Information about emergencies must be communicated to the Superintendent's Office immediately. All media inquiries will be referred to the Director of Communications. Richfield Public Schools, in coordination with assisting agencies, assumes responsibility for issuing public statements during an emergency.

School Closure Procedures – The superintendent shall make decisions about closing a school or any District building. Such decisions will be made as early in the day as possible using news sources, websites, and an automated messaging system.

2. Evacuation Procedures

Evacuation procedures are used when conditions are safer outside the building than inside the building. Evacuation routes should be specified according to the type of emergency.

These emergency procedures include:

- Fire
- Flooding
- Hazardous Materials
- Student Release/Reunification

3. Sheltering/Lockdown Procedures

Sheltering-in-place is used when evacuation would put people at risk. Sheltering-in-place provides refuge for students, staff and the public inside the school building during emergencies.

Lockdown procedures are used to protect building occupants from potential dangers in the building or external threats that may enter the building.

These emergency procedures include:

- From Outside to Inside (Reverse Evacuation)
- Blizzard/Winter Storms
- Bomb Threat
- Demonstration/Protest
- Hostage
- Intruder
- Shelter-in-Place
- Shooting
- Tornado/Severe Thunderstorm
- Weapons

1 B. Other Crisis Response

2
3 Crisis-specific procedures shall consider the potential crisis situations
4 that may occur during the school day or at school-sponsored events
5 and functions.

6
7 These are district-wide procedures designed so that school
8 administrators can tailor response procedures when creating building-
9 specific Emergency Procedures.

10
11 The emergency procedures include:

- 12 • Abduction
- 13 • Assault
- 14 • Bus Accident
- 15 • Communicable Disease/Pandemic
- 16 • Fight/Disturbance
- 17 • Medical Emergency
- 18 • Suicide Threat/Attempt
- 19 • Suspicious Package/Mail or Chemical/Biological Threat
- 20 • Terrorism
- 21 • Threat

22
23 C. Postvention Response

24
25 The Postvention Manual outlines steps to debrief, provide support and
26 reduce additional risk in the situation of a crisis response, including a
27 death of a student or staff member

28
29 D. Facility Diagrams and Site Plans

30
31 The Facilities Department shall provide school buildings with a facility
32 diagram and site plan including:

- 33
34 • exits, AED, and fire extinguisher locations
- 35 • location of primary and secondary evacuation routes
- 36 • designated safe areas inside and outside the building
- 37 • relocation sites
- 38 • lockdown and evacuation procedures

39
40 The facility diagrams and site plans shall be available in the office of
41 the building administrator and in other appropriate areas and shall be
42 kept on file at the facilities office.

43
44 E. Emergency Telephone Numbers

45
46 School buildings shall have an Emergency Log with a current list of
47 emergency telephone numbers and the names and addresses of local
48 and county personnel who are likely to be involved in resolving a crisis

situation. The list will include numbers for agencies such as: police, fire, ambulance, hospital, Poison Control Center, local, county and state emergency management agencies, local public works departments, local utility companies, public health nurse, mental health/suicide hotlines, and the county welfare agency.

F. Building Response Teams

Each school building shall have a Building Response Team. The school administrator or designee shall serve as the leader of the Building Response Team and the primary contact for emergency response officials.

1. The leader shall select and train the building Building Response Team to respond to all emergencies.
2. The leader shall assume the resource role when emergency response personnel are available to take command and control of the situation.
3. The leader shall maintain a drill log for compliance with state statute.
4. The superintendent shall maintain a current copy of the RPS Emergency Log of the Building Response Teams and members.

G. District Employees

Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they should be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the Crisis Management Policy and their school's Emergency Plan.

Legal References:

Minn. Stat. §121A.06 (Reports of dangerous weapon in school zones)
Minn. Stat. §121A.035 (Crisis management policy)
Minn. Stat. §299F.011 (Uniform fire code; adoption)
Minn. Stat. §299F.30 (Fire drill in school; doors and exits)
Minn. Stat. §299F.391 (Healthcare, education, or lodging facility)

RATIFIED BY THE BOARD OF EDUCATION: February 3, 2003

REVISED BY THE BOARD OF EDUCATION: September 5, 2006, October 3, 2016; September 5, 2023

1
2
3
4
5

REVIEWED AND REAFFIRMED BY THE BOARD OF EDUCATION: August 4,
2008, November 16, 2020; August 16, 2021; September 6, 2022; September 16,
2024

NEW BUSINESS – FOR ACTION

Agenda Item VI.B.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 18, 2025

SUBJECT: SCHOOL BOARD ELECTION

(Recommended by superintendent)

That the board of education approve the Resolution Relating to the Election of School Board Members and Calling the School District General Election on Tuesday, November 4, 2025.

Attached

Resolution Relating to the Election of School Board Members and Calling the School District General Election

EXTRACT OF MINUTES OF MEETING
OF THE SCHOOL BOARD
OF INDEPENDENT SCHOOL DISTRICT NO. 280
(RICHFIELD PUBLIC SCHOOLS)
STATE OF MINNESOTA

HELD: AUGUST 18, 2025

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 280 (Richfield Public Schools), State of Minnesota, was duly held in said school district on the 18th day of August, 2025, at 7 o'clock p.m..

The following members were present:

and the following were absent:

Member _____ moved the approval of the following resolution:

**RESOLUTION RELATING TO ELECTION OF SCHOOL BOARD MEMBERS AND
CALLING THE SCHOOL DISTRICT GENERAL ELECTION**

BE IT RESOLVED by the School Board of Independent School District No. 280, State of Minnesota, as follows:

1.
 - a. It is necessary for the school district to hold its general election for the purpose of electing three (3) school board members for terms of three (3) years each.
 - b. The clerk shall include on the general election ballot the names of the individuals who file or have filed Affidavits of Candidacy during the period established for filing such affidavits, as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.
2. The general election is hereby called and directed to be held on Tuesday, the 4th day of November, 2025 between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.
3. Pursuant to Minnesota Statutes, Section 205A.11, the school district polling places and combined polling places and the precincts served by those polling places, as previously established and designated by school board resolution for school district elections not held on the day of a statewide election, are hereby designated for this general election.

- a. The clerk is hereby authorized and directed to cause written notice of said general election to be provided to the County Auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said general election. The notice shall specify the date of said election and the office or offices to be voted on at said general election. Any notice given prior to the adoption of this resolution is ratified and confirmed in all respects.
 - b. The clerk is hereby authorized and directed to cause notice of said general election to be posted at the administrative offices of the school district at least ten (10) days before the date of said general election.
 - c. The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said general election and to cause two sample ballots to be posted at each polling place and combined polling place on election day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates and rotation sequence on the ballots used in that polling place.
 - d. The clerk is hereby authorized and directed to cause notice of said elections to be published in the official newspaper of the school district, for two (2) consecutive weeks with the last publication being at least one (1) week before the date of the general election.
 - e. The notice of election so posted and published shall state the offices to be filled as set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.
 - f. The clerk is hereby authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place and the combined polling place on Election Day.
4. The clerk is authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this general election and generally to cooperate with any election authorities conducting other elections on that date. The clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate officials regarding preparation and distribution of ballots, election administration and cost sharing.
5. The clerk is further authorized and directed to cause or to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system:
 - a. Optical scan ballots must be printed in black ink on white colored material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed

at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

6. The name of each candidate for office at each election shall be rotated with the names of the other candidates for the same office in the manner specified in Minnesota law.
7. If the school district will be contracting to print the ballots for this election, the clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall, if requested by the election official, furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit, or certified check acceptable to the clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.
8. The clerk is hereby authorized and directed to provide for testing of the optical scan voting system within fourteen (14) days prior to the general election date. The clerk shall cause notice of the time and place of the test to be given at least two (2) days in advance of publication once in the official newspaper and by causing the notice to be posted in the office of the County Auditor, the administrative offices of the school district and the office of any other local election official conducting the election.
9. The clerk is hereby authorized and directed to cause notice of the location of the counting center or the place where the ballots will be counted to be published in the official newspaper at least once during the week preceding the week of the general election and in the newspaper of widest circulation once on the day preceding the general election, or once the week preceding the general election if the newspaper is a weekly.
10. As required by Minnesota Statutes, Section 203B.121, the Board hereby establishes a ballot board to process, accept and reject absentee ballots at school district elections not held in conjunction with the state primary or state general election or that are conducted by a municipality on behalf of the school district and generally to carry out the duties of a ballot board as provided by Section 203B.121 and other applicable laws. The ballot board must consist of a sufficient number of election judges trained in the handling of absentee ballots. The ballot board may include deputy county auditors and deputy city clerks who have received training in the processing and counting of absentee ballots. The clerk or the clerk's designee is hereby authorized and directed to appoint the members of the ballot board. The clerk or the clerk's designee shall establish, maintain and update a roster of members appointed to and currently serving on the ballot board and shall report to the Board from time to time as to its status. Each

member of the ballot board shall be paid reasonable compensation for services rendered during an election at the same rate as other election judges; provided, however, if a staff member is already being compensated for regular duties, additional compensation shall not be paid for ballot board duties performed during that staff member's duty day.

11. The clerk is hereby authorized and directed to begin assembling names of trained election judges to serve at the polling places or combined polling places during the November 4, 2025 general election. The election judges shall act as clerks of election and submit the results to the school board for canvass in the manner provided for other school district elections. The general election must be canvassed between the third and the tenth day following the general election.
12. The School District clerk shall make all Campaign Financial Reports required to be filed with the school district under Minnesota Statutes, Section 211 A.02, available on the school district's website. The clerk must post the report on the school district's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The school district must make a report available on the school district's website for four years from the date the report was posted to the website. The clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where report are made available.

General Election Ballot

Independent School District No. 280
(Richfield)

November 4, 2025

Instructions to Voters:

To vote, completely fill in the oval(s) next to your choice(s) like this: 

School Board Member Vote for Up to Three

☐

Eric Carter

☐

Callmie Dennis

☐

Hayley Tompkins

☐

write-in, if any

☐

write-in, if any

☐

write-in, if any

The motion for the approval of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 280 (Richfield Public Schools), State of Minnesota, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the school board of said school district duly called and held on the date therein indicated, and that the resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such clerk this _____ day of August, 2025.

Clerk

NEW BUSINESS – FOR ACTION

Agenda Item VI.C.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 18, 2025

SUBJECT: PAYMENT CREDIT AND MUTUAL RELEASE AGREEMENT

Recommended by the superintendent that the board of education approve the payment credit and mutual release agreement with Metropolitan Transportation Network (MTN).

Background

The administration has worked with MTN, one of our transportation providers, to resolve a dispute regarding discrepancies in the invoicing versus contract language. Negotiations with MTN has resulted in the attached agreement which has been reviewed by legal counsel and is recommended for approval as a fair and appropriate way to resolve this dispute.

PAYMENT CREDIT AND MUTUAL RELEASE AGREEMENT

This Payment Credit and Mutual Release Agreement (the “Agreement”), effective as of the date of execution as indicated below, by and between ISD #280 Richfield Public Schools (the “District”) and Metropolitan Transportation Network, Inc. (“MTN”) (the District and MTN are individually hereafter referred to as a “Party” and collectively in whole or in part referred to as the “Parties”).

RECITALS

WHEREAS, on August 15, 2021, the Parties entered into a Student Transportation Agreement (the “STA”) whereby MTN provided transportation services to and from school for students specified by the District, including assigned special education and out-of-district routes;

WHEREAS, the STA initially ran through August 9th, 2023, and the District exercised its option to extend the agreement twice, first through August 9th, 2024, and next through August 9th, 2025;

WHEREAS, recently, a dispute between the Parties arose when the District and MTN disagreed about the proper calculation of payments owed under the STA based upon the “daily rate” specified in the STA (the “Dispute”);

WHEREAS, the Parties wish to resolve the Dispute amicably and without further expense;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to be legally bound as follows:

AGREEMENT

1. Payment Credit. MTN agrees to credit the amount of \$718,890.32 (the “Payment Credit”) to the District. MTN agrees that the Payment Credit shall be applied to reduce the amount of outstanding payments owed by the District to MTN for invoices dating between April and May, 2025 (the “Outstanding Invoice Amount”). As of the date of execution of this Agreement, the Outstanding Invoice Amount is \$718,890.32. After the Payment Credit has been applied to the Outstanding Invoice Amount, MTN agrees that the District will owe MTN no more than \$0 (the “Modified Invoice Amount”) for the months of April to May, 2025.

2. Invoice Payment. The District agrees to pay the Modified Invoice Amount by no later than 10 days following the execution of this Agreement.

3. Mutual Release. The Parties, on behalf of themselves and by and on behalf of their predecessors and successors in interest, directors, officers, shareholders, trustees, past and present employees, agents, attorneys, representatives, affiliates, consultants, heirs, and assigns, hereby release and forever discharge each other, together with their respective predecessors and successors in interest, directors, officers, shareholders, trustees, past and present employees, agents, attorneys, representatives, affiliates, consultants, heirs, and assigns from any and all manner of actions, suits, claims, damages, judgments, levies, executions, demands, costs,

expenses, and liabilities, liquidated or unliquidated, fixed or contingent, direct or indirect, known or unknown, whether in contract, tort, or otherwise, which any of the Parties had, has, or could have against each other related to or arising out of any disputes or disagreements between the Parties relating to billing or pricing under the STA through the date of this Agreement, including the Dispute, except as provided in Paragraph 4.

4. Claims Not Waived. By signing this Agreement, neither MTN nor the District releases or waives any of the following: (a) any rights or claims that are based upon any events that occur after they sign this Agreement; (b) any right to institute legal action for the purpose of enforcing this Agreement; or (c) any claims relating to the STA, except as provided for in Paragraph 3. Additionally, the Parties expressly understand and agree that should any third party, including but not limited to the State of Minnesota or the Minnesota Department of Education, take any action to recover any damages, compensation, reimbursement, costs, or other forms of money from the District or MTN relating to the Dispute (a "Recovery Action"), this Agreement will become voidable by either party. Within 3 months of being notified by a third party of a Recovery Action, either party may exercise its option to void the Agreement by providing written notice via email at the address provided herein to the other of the Recovery Action and choosing to exercise the option to void the Agreement. For the avoidance of any doubt, should any Party exercise its option to void this Agreement, the District will not be required to immediately pay the Outstanding Invoice Amount, nor will interest or late fees accrue or be owed on the Outstanding Invoice Amount. Rather, the Parties will return to the position they were in immediately prior to the signing of this Agreement: having a Dispute about the proper calculation of payments owed under the STA.

5. Continuation of Relationship. Upon execution of this Agreement, the Parties agree to continue all activities authorized and governed by the STA, which remains in full force and effect through August 9th, 2025.

6. No Admission of Liability. This Agreement is executed as a compromise settlement of a disputed claim, liability for which is expressly denied, and the execution and performance of this Agreement does not constitute an admission of liability by any Party or on the part of any person or entity.

7. Miscellaneous.

- a. **Entire Agreement.** This Agreement constitutes the entire and integrated agreement between the Parties and supersedes negotiations, representations, or agreements, either written or oral. This Agreement may only be amended in writing signed by the Parties or their respective agents. This Agreement may not be changed or terminated orally.
- b. **Construction.** The Parties have jointly drafted this Agreement. Any ambiguity in its terms shall not be construed against any one of the Parties.
- c. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Minnesota.

- d. **Severability.** If any part of this Agreement or any part of any provision hereof shall be adjudicated to be unenforceable or invalid, then the remaining provisions not specifically so adjudicated to be invalid or unenforceable shall be executed without reference to the part or provisions so adjudicated.
- e. **Attorney's Fees, Costs, and Expenses.** Each Party hereby waives any claim it has against any other Party for attorneys' fees, costs, and expenses, it being the intent of the Parties that each Party shall bear its own attorneys' fees, costs, and expenses.
- f. **Not Admissible.** This Agreement is not admissible in any proceeding for any purpose, except for enforcement of the legal obligations contained in the Agreement.
- g. **Authority.** The person signing on behalf of each and every Party represents and warrants that he/she has full authority to sign on behalf of the Party, and to bind the Party and any assignees or transferees of the Party to this Agreement.
- h. **Counterpart Execution.** This Agreement may be executed by facsimile or electronic transmission of signature pages, in counterparts, each of which shall be treated as an original.
- i. **No Assignment of Rights.** Each Party represents and warrants that the Party has not assigned, and will not assign, to any person or entity, any rights or claims relating to matters released hereby.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned has executed this Agreement, effective as of the earliest date on which all Parties have signed this Agreement or the identical counterparts thereof.

ISD #280 – Richfield Public Schools

Date: _____

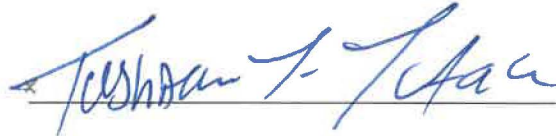
By: Eric Carter
Its: Board Chair
Email: eric.carter@rpsmn.org

Date: _____

By: Rachel Banks Kupcho
Its: Board Clerk
Email: Rachel.bankskupcho@rpsmn.org

Metropolitan Transportation Network, Inc.

Date: 08-13-25



By: Tashitaa Tufaa
Its: President and CEO
Email: ttufaa@metrotn.com

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 18, 2025

Subject: Workers' Compensation Renewal

(Recommended by the superintendent)

The administration has worked with Steve Gillette and Debbie Thurner from Dolliff Insurance, the District Insurance Consultants, to renew our workers' compensation insurance for 2025-2026 with SFM Insurance. The 2025-2026 renewal results in a total projected cost of \$465,131, which is a decrease of \$12,156 or 2.55%. This amount is inclusive of projected payroll increases, a decrease of 3.8% in the experience mod (to 1.25), changes in premium rates, and the application of an increased scheduled credit.

Attachments

Workers' Compensation Proposal

A Workers Compensation Insurance Report

Prepared For:

Richfield Public Schools, ISD #280

District Office – Door 26

401 70th Street West

Richfield, MN 55423

Presented To:

Craig Holje

Chief Human Resources and Administrative Officer

Presented By:

Steve Gillette

Debbie Thurner

Policy Period:

September 1, 2025 – September 1, 2026



DOLLIFF INSURANCE

since 1929

10900 Wayzata Blvd., Suite 250

Minnetonka, MN 55305

Phone: 952-593-7400

Fax: 952-593-7444

Toll Free: 800-338-3531

www.dolliff.com

DOLLIFF TEAM

Steve Gillette, Agent

DD#: (952) 593-7421

E-Mail: sgillette@dolliff.com

Debbie Thurner, Account Executive

DD# (952)593-7417

E-Mail: dthurner@dolliff.com

Rochelle Cossette, Finance

DD#: (952)-593-7411

E-Mail: rcossette@dolliff.com

RENEWAL COST COMPARISON

	2024/25	2025/26	% Change
Workers Compensation			
School: Professional Employees	\$ 45,070,052	\$ 47,156,615	4.63%
	\$ 0.51	\$ 0.53	3.92%
School: All Other Employees	\$ 3,177,243	\$ 3,582,671	12.76%
	\$ 4.86	\$ 4.56	-6.17%
Bus Drivers	\$ 807,706	\$ 879,094	8.84%
	\$ 4.77	\$ 5.07	6.29%
Garage Mechanics	\$ 120,495	\$ 136,681	13.43%
	\$ 2.57	\$ 2.70	5.06%
Delivery Drivers & Helpers	\$ 58,136	\$ 120,039	106.48%
	\$ 6.75	\$ 7.20	6.67%
Scheduled Mod	0.08	0.15	87.50%
Experience Mod	1.30	1.25	-3.85%
Total Payroll	\$ 49,233,632	\$ 51,875,100	5.37%
TOTAL	\$ 477,287	\$ 465,131	-2.55%

Loss History with SFM:

Policy Term	Premium	Losses	Loss Ratio	# of Open Claims
9-1-2024/25	\$477,287	\$58,911	12.34%	7
9-1-2023/24	\$480,458	\$57,310	11.93%	1
9-1-2022/23	\$404,341	\$250,873	62.04%	0
9-1-2021/22	\$420,394	\$241,711	57.50%	1
9-1-2020/21	\$374,614	\$54,026	14.42%	0
TOTAL	\$2,157,094	\$662,831	30.73%	9

*Losses valued as of 7-1-2025

WORKERS COMPENSATION

Coverage A: Statutory Benefits

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

States Included: Minnesota

<u>Description</u>	<u>Class Code</u>	<u>Payroll</u>	<u>Rate</u>	<u>Premium</u>
School: Professional Employees	8868	\$ 47,156,615	\$ 0.53	\$ 249,930
School: All Other Employees	9101	3,582,671	4.56	163,370
Bus Drivers	7382	879,094	5.07	44,570
Garage Mechanics	8385	136,681	2.70	3,690
Delivery Drivers & Helpers	7380	120,039	7.20	8,643
		<u>\$ 51,875,100</u>		
Standard Premium				\$ 470,203
Increased Limits Charge				+ 3,762
Experience Modification Adjustment (1.25)				+ 118,491
Scheduled Credit (15%)				- 88,868
Premium Discount				- 54,286
Terrorism				+ 2,594
Expense Constant				+ 205
Minnesota Special Compensation Fund Assessment				+ 13,030
Total Estimated Premium				\$ 465,131*

***Subject to Audit**

LEGAL & PRIVACY NOTICES

DISCLAIMER

THIS DOCUMENT IS AN OUTLINE OF INSURANCE COVERAGES ONLY. REFERENCE MUST BE MADE TO THE INSURANCE POLICIES WHICH CONTAIN THE FULL TERMS AND CONDITIONS OF COVERAGE.

NOTHING CONTAINED WITHIN THIS SUMMARY AMENDS OR ALTERS THE INSURANCE POLICIES IN ANY WAY.

SURPLUS LINES ACT

One or more of your insurance policies may be issued pursuant to the Minnesota Surplus Lines Insurance Act. Under this Act the insurance company is an Eligible Surplus Lines Insurer but is not otherwise licensed by the State of Minnesota. In case of Insolvency, payment of claims is not guaranteed.

PRIVACY STATEMENT

Dolliff Inc. is firmly committed to protecting your privacy and the confidentiality of any personal information about our customers that we might possess or acquire. We understand your privacy and security concerns regarding the information we collect, use and disclose to third parties for the purpose of allowing us to provide and offer our products and services to you.

We have developed internal standards, policies and procedures for the protection of customer information, and we strive to maintain the accuracy of customer information and will promptly respond to any questions or concerns customers may have about the accuracy of their personal information. In addition, we adhere to high ethical standards as to the confidentiality of customer's information, and we will only use personal information in compliance with applicable laws and regulations.

COPYRIGHT NOTICE

The contents of this summary or proposal, including but not limited to the text and images herein and their arrangement, are copyright© 2006-2025 by Dolliff Inc, 10900 Wayzata Blvd., Suite 250, Minnetonka, MN 55305. All Rights Reserved.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 18, 2025

Subject: Superintendent's Contract

It is recommended by the board chair and superintendent that the school board enter into a contract with superintendent of schools, Steven Unowsky, for the period July 1, 2026 through June 30, 2029 to perform the duties of superintendent of schools of the Richfield Public Schools. Attached is a proposed agreement with Steven Unowsky covering the next three (3) school years.

Background Information

(Prepared by Craig Holje)

The agreement contains the following recommended changes to Supt. Unowsky's current contract:

1. Provides a market adjustment in the first year to the superintendent's compensation package to be competitive with comparable metropolitan area districts. Provides a 2.22% increase in years two and three.
2. Provides a retirement incentive equivalent to what is included in the Management Team Handbook if the superintendent completes 15 years of employment and retires at age 55 or older.
3. Increases the maximum accrual of sick leave to 201 days to account for accrual during the additional years of service provided for in this contract.
4. Simplifies the language related to continuation of health and dental coverage to what is included in the Management Team Handbook.

SUPERINTENDENT EMPLOYMENT CONTRACT

Formatted: Header distance from edge: 0.3"

Pursuant to Minnesota Statutes section 123B.143, the School Board of Independent School District No. 280, Richfield ("District" or "School Board") enters into this employment contract ("Contract") with Steven Unowsky ("Superintendent"). In consideration of the mutual promises contained in this Contract and other valuable consideration, the sufficiency of which is acknowledged, the District and the Superintendent agree as follows:

ARTICLE I DURATION AND TERMINATION

Section 1: Duration. This Contract is for a term of three (3) years beginning on July 1, 202~~6~~³, and ending on June 30, ~~2026~~²⁰²⁹. This Contract will remain in full force and effect unless it is modified by mutual written consent of the School Board and the Superintendent, or unless the Board discharges the Superintendent in accordance with this Contract.

Section 2: Expiration. This Contract will automatically expire on June 30, ~~2026~~²⁰²⁹. When this Contract expires, neither party will have any further claim against the other, and the District's employment of the Superintendent will automatically end, unless the District and the Superintendent enter into a subsequent employment contract in accordance with Minnesota Statutes section 123B.143.

Section 3: Termination During the Term. During the term of this Contract, the District may immediately discharge the Superintendent and thereby terminate this Contract based on any of the grounds stated in Minnesota Statutes section 122A.40, subdivisions 9 or 13. If the School Board votes to discharge the Superintendent from employment during the term of this Contract, the Board must give the Superintendent written notice of the grounds for discharge. The Superintendent is entitled to a hearing before an arbitrator to challenge whether the asserted grounds for discharge exist. To exercise this right, the Superintendent or his representative must mail or hand-deliver a written request for arbitration to the School Board Chair within ten (10) calendar days after receiving written notice of the grounds for discharge. If the Superintendent makes a timely request for a hearing, the parties may attempt to mutually agree on an arbitrator. If the parties cannot mutually agree on an arbitrator within five calendar days, the District will petition the Minnesota Bureau of Mediation Services ("BMS") for a list of five arbitrators. Within ten calendar days after receiving the list, the parties (or their representatives) will select an arbitrator from the list by using an alternating striking process. The arbitrator must conduct a hearing and issue a written decision within forty-five (45) calendar days after being selected by the parties, unless the parties agree to extend the timeline. The arbitrator's decision will be final and binding upon the parties, subject to judicial review of arbitration decisions as provided by law. If the Superintendent (or his representative) fails to mail or hand-deliver a written request for arbitration to the School Board Chair within ten calendar days, the Superintendent will be deemed to have acquiesced to the discharge, and the Superintendent will have no further right to challenge the discharge or to bring a claim against the District.

Section 4: Mutual Consent. This Contract may be terminated at any time by the mutual consent of the School Board and the Superintendent.

Section 5: Limited Application of Section 122A.40. Except as explicitly stated in this Contract, the provisions of Minnesota Statutes section 122A.40 do not apply to the District's employment of the Superintendent or to this Contract. The Superintendent does not have any continuing contract rights under Minnesota Statutes section 122A.40. By operation of law, Minnesota Statutes section 122A.40, subdivisions 3 and 19 apply to the Superintendent's employment with the District.

In addition, by mutual agreement of the Superintendent and the District, Minnesota Statutes section 122A.40, subdivision 12, relating to suspension and leave of absence for health reasons, will apply to the Superintendent's employment with the District.

ARTICLE II RESPONSIBILITIES

Section 1: Licensure. Throughout the term of this Contract, the Superintendent must hold a valid and appropriate license to work as a superintendent in the State of Minnesota. The Superintendent must provide a copy of his superintendent's license to the District's Director of Human Resources before July 1 of each year this Contract is in effect.

Section 2: Compliance with Laws and Policies. The Superintendent must comply with all applicable federal and state laws. The Superintendent must comply with all rules, regulations, and policies of the School Board and the State of Minnesota, including those rules, regulations, and policies that currently exist and any that are established or amended during the term of this Contract.

Section 3: Assigned Duties. The Superintendent must faithfully perform all services that the School Board prescribes or assigns to the Superintendent, regardless of whether those services are specifically described in this Contract or in a general job description. At any time during the term of this Contract, the School Board may place the Superintendent on paid administrative leave. Regular and prompt attendance is an essential function of the Superintendent's job.

Section 4: Basic Duties. The Superintendent will have charge of the administration of the schools under the direction of the School Board. Toward that end, the Superintendent will perform the following functions: serve as the chief executive officer of the School District; direct and assign teachers and other District employees under the Superintendent's supervision; organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, but subject to the approval of the School Board; select all personnel subject to the approval of the School Board; recommend policies, regulations, rules and procedures that are necessary for the District; visit and supervise the schools in the District; report and make recommendations about the condition of the schools in the District when advisable or at the Board's request; to the extent required by law, annually evaluate each school principal assigned responsibility for supervising a school building in the District; superintend school grading practices and examinations for promotions; make reports that are required by the Commissioner of the Minnesota Department of Education; and perform all duties incident to the office of the Superintendent. The Superintendent will serve as an ex-officio member of the School Board and all School Board committees, and will provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE III COMPENSATION

Section 1: Base Salary. The District will pay the Superintendent a gross annual salary of two hundred ~~thirty-eight~~sixty-four thousand and 00/100 dollars (\$~~264~~38,000.00) for the 202~~63~~74 school year. Subject to Article III, Section 2, the Superintendent will receive an annual base salary increase ~~of 2%~~ each year, which will result in a gross annual salary of two hundred ~~forty-two thousand seven hundred sixty-seventy thousand~~ and 00/100 dollars (\$~~242,760.00~~270,000.00) for the

~~2024~~~~2027-2025-2028~~ school year, and a gross annual salary of two hundred ~~forty-seven thousand six hundred fifteen~~~~seventy-six thousand~~ and 00/100 dollars (~~\$247,615.00~~~~276,000.00~~) for the ~~2025~~~~2028-2026-2029~~ school year.

During each school year covered by this Contract, the District will pay the Superintendent his gross annual salary in twenty-four equal installments, less applicable withholdings and deductions, based on the District's regular payroll schedule.

Section 2: Authority to Withhold Increase. The School Board will annually evaluate the Superintendent in accordance with the District's applicable policies and administrative guidelines, which may be amended from time-to-time as the School Board sees fit. In the event of an unsatisfactory performance evaluation, the School Board may withhold the annual base salary increase described in Article III, Section 1 for any year following a year in which the Superintendent's performance was determined to be unsatisfactory. The School Board Chair will communicate the results of each formal evaluation to the Superintendent in writing.

Section 3: Incentive Pay. The Superintendent will be eligible for annual incentive pay in an amount up to six percent (6%) of the Superintendent's base salary. The amount of the incentive pay that is granted, if any, will be based on the Board's annual evaluation of the Superintendent's performance.

Section 4: ~~Tax-Deferred~~Section 403(b) Program. The Superintendent may participate in a ~~tax-deferred~~Section 403(b) program, through payroll deduction, in accordance with Section 403(b) of the Internal Revenue Code, Minnesota Statutes section 123B.02, subdivision 15, and District policy. To the extent permitted by law, the District will match the Superintendent's contributions to a qualifying ~~tax-deferred~~Section 403(b) program on a dollar-for-dollar basis, up to the maximum amount allowed pursuant to Minnesota Statutes section 356.24, subdivision 1(5), as amended ~~during each school year covered by this Contract~~. Once the District has made a matching payment to the ~~tax-deferred~~403(b) program, the matching payment will become the property of the Superintendent. However, if the Superintendent terminates this Contract early, the District will not be required to provide any additional matching payments after receiving notice of the Superintendent's intent to terminate. Similarly, if the District decides to discharge the Superintendent, the District will not be required to make any additional matching payments after voting to discharge the Superintendent.

Section 5: Responsibility for ~~Tax-Deferred Program~~Section 403(b) Program Compliance. The Superintendent and the annuity companies involved are solely responsible for ensuring that the ~~tax-deferred~~403(b) program complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. The Superintendent hereby waives any right that he might otherwise have to bring a claim against the District for any issue related to whether the ~~tax-deferred~~403(b) program complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. The Superintendent also waives any right that he might otherwise have to demand direct payment to him of the amount that he identifies for contribution to the ~~tax-deferred~~403(b) program. The District's only obligation under Article III, Sections 2 and 3, is to make the specified contributions to the ~~tax-deferred~~403(b) program.

Section 6: Automobile Allowance. The School Board recognizes that the Superintendent must regularly use his personal vehicle to travel for District business. Accordingly, pursuant to Minnesota Statutes section 471.665, subdivision 3, the District will pay the Superintendent a monthly automobile allowance in the amount of two hundred dollars and zero cents (\$200.00), less any applicable

withholdings and deductions.

Section 7: ~~Sick Leave Payment upon Employment Separation~~ Retirement Incentive.

a. ~~Should the Superintendent complete fifteen (15) years of employment as superintendent with Richfield Public Schools and retire at age 55 or older, the Superintendent shall be eligible for severance pay equal to Management Team severance of 50% of annual salary.~~

~~a.~~ b. Upon the Superintendent's separation from employment with the District, the Superintendent will be eligible for severance pay equal to six (6) days of accumulated sick leave for each year of service as an employee of the District.

Formatted: Font: 12 pt

Formatted: List Paragraph, Left, Right: 0", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.15" + Indent at: 0.4"

Formatted: Indent: Left: 0.4", No bullets or

Formatted: Font: 12 pt

The daily rate of pay for determining this payment shall be based on the calculation described in Section 7d. Superintendent's then-applicable annual base salary pursuant to Article III, Section 1 of this Contract divided by 261. The payment shall be made within thirty (30) days of the effective date of the Superintendent's separation from employment with the District.

~~In lieu of eligibility for any additional severance, c.~~ Upon the Superintendent's separation from employment with the District, the Superintendent will be eligible for severance pay equal to four (4) additional days of accumulated sick leave for each year of service as an employee of the District. This additional benefit and payment shall sunset and not be available to any new superintendent hired by the District ~~on or after December 5, 2022~~ July 1, 2014. The daily rate of pay for determining this payment shall be based on the calculation described in Section 7d. Superintendent's then-applicable annual base salary pursuant to Article III, Section 1 of this Contract divided by 261. The payment shall be made within thirty (30) days of the effective date of the Superintendent's separation from employment with the District.

The Superintendent shall not be eligible for this payment if his employment is terminated pursuant to Article I, Section 1 of this Contract. If the Superintendent dies before all or a portion of this payment has been disbursed, the unpaid balance shall be paid to a named beneficiary, or in the event no beneficiary has been named, to the estate of the deceased. Severance pay is considered earned only after the Superintendent completes active employment through the ~~Board-board~~-approved separation date.

The amount of the payment shall be contributed into a 403b supplemental retirement account established by the Superintendent, exclusively for the purpose of receiving such payment (the "Severance 403b). Such contribution shall be consistent with the applicable IRS rules on annual additions to tax-deferred accounts. The Superintendent will not receive any direct payment from the District for severance. In the event this severance payment exceeds the maximum annual contributions permitted under the applicable IRS rules, the excess severance pay shall be contributed to the Severance 403b after January 1st of the year following the year of employment separation, and for up to ~~four-five~~ calendar years thereafter, if necessary.

d. The payment will be the sum of the applicable amounts determined by the provisions of a., b., and c. above, with the total amount not to exceed the final annual salary, calculated to be inclusive of the contractual salary (\$276,000.00) plus the final year incentive pay. The daily rate of pay shall be computed by dividing the final annual salary by 260 days.

ARTICLE IV DUTY YEAR AND LEAVES OF ABSENCE

Section 1: Basic Work Year. The position of superintendent has exempt status under the Fair Labor Standards Act. The Superintendent's duty year will be twelve months in length and will correspond to each school year (July 1 to June 30) covered by this Contract. The Superintendent must work full-time on at least ~~260~~⁺ duty days, less vacation, paid holidays and sick leave used during each duty year, including those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Superintendent must be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2: Vacation. The Superintendent will earn twenty-five (25) days of paid vacation each school year (July 1 to June 30) that is covered by this Contract. The Board encourages the Superintendent to use accrued vacation. The smallest unit of vacation that may be taken is one-half day. The Superintendent must obtain prior approval from the School Board Chair before taking more than ten (10) consecutive days of paid vacation, unless the vacation days are being utilized during a leave taken pursuant to the Family Medical Leave Act ("FMLA") or state law.

The Superintendent must take vacation days during the school year in which they were earned, or within six (6) months after the contract year in which they were earned. The Superintendent will forfeit any vacation days that are not taken within six months after the school year in which they were earned.

Section 3: Payment of Vacation Upon Nonrenewal. If the School Board does not renew this Contract, the School Board will pay the Superintendent at his daily rate of pay, as determined by a divisor of ~~260~~⁺ days, for each day of vacation that the Superintendent has accrued but has not used as of June 30, ~~2023~~²⁰²⁹. If the Superintendent breaches this Contract, the District will not be required to compensate the Superintendent for any accrued and unused days of vacation. Similarly, if the Board discharges the Superintendent pursuant to Article I, Section 3, the District will not be required to compensate the Superintendent for any accrued and unused days of vacation that exist after the effective date of the discharge.

Section 4: Paid Holidays. The Superintendent will be entitled to ~~twelve~~^{thirteen} (~~12~~¹³) paid holidays each Contract year as designated by the School Board.

Section 5: Accrual of Sick Leave. On July 1 of each school year covered by this Contract, the Superintendent will be credited with thirteen (13) days sick leave, which may be accumulated to a maximum of ~~one hundred fifty six~~^{two hundred one} (~~156~~²⁰¹). The Superintendent may use sick leave for any illness, injury, or health condition that prevents him from performing his job duties. In addition, the Superintendent may use sick leave for any reason that is explicitly permitted by law or by another provision of this Contract.

Section 6: Workers' Compensation Differential. In accordance with Minnesota Statutes Chapter 176, if the Superintendent is injured while performing duties for the District and qualifies for workers' compensation benefits, he may draw from his accumulated sick leave in order to make up the difference between his regular salary and the workers' compensation insurance payments he receives. The Superintendent's accumulated sick leave will be reduced in

proportion to the amount of compensation paid pursuant to this Section. This Section of the Contract will immediately cease to apply if the Superintendent exhausts his accumulated sick leave.

ARTICLE V INSURANCE

Section 1: Health and Hospitalization. The Superintendent may participate in the District's medical benefits program under the same terms and conditions that apply to the District's Management Team. In the event the District increases the contribution amounts paid to members of the Management Team, the Superintendent will receive the same increase.

Section 2: Dental. The District will select and offer a dental benefits program. This paragraph will not apply unless the Superintendent qualifies for and enrolls in the dental benefits program that is offered by the District. The District will pay the full amount of the monthly premium for the dental benefits program for the Superintendent and his dependents.

Section 3: Life Insurance. The District will select and offer a group term life insurance policy with a maximum death benefit of three hundred thousand dollars (\$300,000). This paragraph will not apply unless the Superintendent qualifies for and enrolls in the plan that is offered by the District. During the term of this Agreement, the District will pay the full amount of the monthly premium for the policy offered by the District. The life insurance policy will be payable to the Superintendent's named beneficiary.

Section 4: Long Term Disability Insurance. The District will pay the full amount of the monthly premium for a long-term disability ("LTD") insurance plan selected by the District for the Superintendent. The plan will provide a benefit of seventy percent (70%) of the Superintendent's base monthly salary, less any amounts collectible under Worker's Compensation, the Teacher's Retirement Association Plan, State disability benefits laws, and the full disability benefit of social security. If the Superintendent qualifies for benefits, the benefits will begin no more than seventy-eight (78) calendar days after the date of total disability. The District will immediately stop making monthly premium contributions when the term of this Contract expires or in the event this Contract terminates early for any reason.

Section 5: District's Limited Obligation. The District is not promising or guaranteeing that any particular claim will be paid or covered by insurance. The District's only obligation is to select an insurance plan and make the premium contributions that are described in this Contract. The eligibility and coverage of the Superintendent and any dependents will be governed entirely by the terms of the applicable insurance policy. No additional compensation will be paid to the Superintendent if he chooses not to participate in any plan of insurance offered under this Contract. Subject to any applicable requirements of federal or state law, and except as provided in Article V, Section 6, below, the District's obligation to make any contribution toward the cost of any premium for any type of insurance described in this Contract will cease immediately upon termination or expiration of this Contract.

Section 6: Health and Dental Insurance Continuation.

Insurance Coverage Continuation. Upon separation from employment with the District, the Superintendent and his dependents shall be eligible to continue on the District's group health and dental insurance plan. Medical and Dental Benefits program until the Superintendent and his spouse reaches Medicare eligibility. The Superintendent shall not be eligible for this

Formatted: Font: 12 pt

payment if his employment is terminated pursuant to Article I, Section 1 of this Contract. -
~~or longer if permitted pursuant to Minnesota Statutes section 471.61, subdivision 2b, as
 amended.~~

~~(a) —A. Premium Payments: The District will pay toward the premium cost for this
 coverage, the same as if the Superintendent were still on the staff. This provision shall apply
 until the Superintendent reaches Medicare eligibility. The District will cover the cost of
 dependent coverage until the spouse reaches Medicare eligibility. In the event of the
 Superintendent's death while insured, the District will cover the cost of dependent coverage
 for up to three years or earlier if that person marries or otherwise ceases to be an eligible
 dependent. Insurance Coverage Continuation. Upon separation from employment with the
 District, the Superintendent and his dependents shall be eligible to continue on the District's
 group health and dental insurance plan until the Superintendent reaches Medicare eligibility
 or longer if permitted pursuant to Minnesota Statutes section 471.61, subdivision 2b, as
 amended.~~

~~The amount of the District's yearly premium payment shall be the amount it paid during the
 Superintendent's last year of employment with the District. The Superintendent shall not
 be eligible for this benefit if his employment is terminated pursuant to Article I, Section 1 of
 this Contract.~~

~~B. Sunset: The benefits and payments described in this Section 6 shall sunset and not be
 available to any new Superintendent hired by the District after July 1, 2014.~~

~~(a) —Premium Payments. Subject to "(c)" and "(d)," below, the Superintendent will be entitled to a
 year of District payment of premiums for health and dental insurance for each year of employment
 with the District (e.g., seven years of District employment equates to seven years of District premium
 payments following employment separation). The amount of
 the District's yearly premium payment shall be the amount it paid during the Superintendent's last year
 of employment with the District. The Superintendent shall not be eligible for this benefit if his
 employment is terminated pursuant to Article I, Section 1 of this Contract.~~

~~(b) The Superintendent's eligibility for the District premium payments described in "(b)," above,
 ceases upon the earlier occurrence of one of these events: the Superintendent (1) is no
 longer eligible to continue due to the terms of the District's health and dental insurance
 plan or (2) becomes eligible for Medicare. In the event the premium payments cease as a
 result of the Superintendent no longer being eligible to continue due to the terms of the
 District's health and dental insurance plan, the HRA benefit described below in "(c)"
 applies.~~

~~(c) The Superintendent's eligibility for the District premium payments described in "(b)," above,
 shall be suspended if the Superintendent obtains full-time employment with a subsequent
 employer that provides health and dental insurance with substantially equivalent benefits~~

Formatted: Font: 12 pt

Formatted: Indent: Left: 0.65", No bullets or
 numbering

Formatted: Font: 12 pt

Formatted: Normal, No bullets or numbering

~~(including dependent coverage) and employer contribution to those provided by the District to the Superintendent immediately prior to the Superintendent's separation from employment. The suspension of the District's premium payments as a result of the Superintendent obtaining subsequent employment shall not occur if the subsequent employment is intended, at its outset, to be short term, interim employment of six months or fewer in duration or substitute teaching. The Superintendent is obligated to fully cooperate with the District and timely provide information as requested by the District in order for it to determine whether any subsequent employment obtained by the Superintendent results in the suspension of the District's premium payments. When the Superintendent no longer holds subsequent employment as described immediately above, the District will begin payments into a Health Reimbursement Arrangement (HRA) account as follows: On a yearly basis, the amount of the District's premium payment shall be deposited into an HRA account on behalf of the Superintendent for reimbursement of health insurance premium payments made by the Superintendent. These HRA payments shall cease (1) when the Superintendent becomes eligible for Medicare or (2) when the number of years of premium payments the Superintendent has earned under "(b)," above, has expired, whichever occurs earlier. The HRA payments are conditioned on and subject to applicable legal limitations, including IRS regulations.~~

- ~~(d) In the event the District's obligation to make premium payments ceases due to the Superintendent no longer being eligible to continue due to the terms of the District's health and dental insurance plan, as described above in "(c)," on a yearly basis the amount of the District's premium payments shall be deposited into an HRA account on behalf of the Superintendent for reimbursement of health insurance premium payments made by the Superintendent. These HRA payments shall cease (1) when the Superintendent becomes eligible for Medicare or (2) when the number of years of premium payments the Superintendent has earned under "(b)," above, has expired, whichever occurs earlier. The HRA payments are conditioned on and subject to applicable legal limitations, including IRS regulations. The District's HRA payments that are being made under this paragraph "(c)" shall be suspended for any period of time the Superintendent holds subsequent employment meeting the conditions described above in "(d)," and shall commence again when the Superintendent no longer holds such employment. In no event, however, will the District make HRA payments after the Superintendent becomes eligible for Medicare.~~
- ~~(e) If the Superintendent dies before all or a portion of the District's premium payments as described above, the remaining premium payments shall be made on behalf of the Superintendent's spouse should she continue to be eligible for and remain enrolled in the District's group health and dental insurance plans. Such premium payments shall cease upon the earliest of one of these events: (1) the number of years of continued premium payments earned by the Superintendent has been exhausted; (2) the Superintendent's spouse reaches Medicare eligibility; or (3) the Superintendent's spouse obtains employment that provides equivalent health and dental insurance as described above in "(c)." The Superintendent's spouse is obligated to fully cooperate with the District and timely provide information as requested by the District in order for it to determine whether any subsequent employment obtained by the spouse results in the cessation of the District's premium payments.~~
- ~~(f) Sunset: The benefits and payments described in this Section 6 shall sunset and not be available to any new Superintendent hired by the District on or after December 2, 2019.~~

ARTICLE VI PROFESSIONAL GROWTH AND REIMBURSEMENT

Section 1: Professional Growth Conferences and Meetings. The School Board recognizes the importance of having the Superintendent attend and participate in conferences and meetings for professional growth. Accordingly, the Superintendent is encouraged and expected to attend appropriate professional meetings at the local, state, and national level. The District will pay, or reimburse the Superintendent for, all valid, reasonable, and necessary expenses associated with the Superintendent's travel to and attendance at such conferences and meetings whenever his attendance is required or permitted by the School Board. The Superintendent must periodically report to the School Board about the meetings and conferences he has attended. To receive reimbursement for expenses, the Superintendent must file itemized expense statements in compliance with School Board policy and law. Notwithstanding any other provision in this Contract, the Board in its sole discretion may limit the number and type of conferences and conventions the Superintendent may attend. Such a limit will not take effect until written notice of the limit is provided to the Superintendent.

Section 2: Dues. The Superintendent is encouraged to belong to appropriate professional and civic organizations. Accordingly, the District will pay the dues for organizations that are mutually agreed upon by the Superintendent and the School Board Chair.

Section 3: Business Expenses. The District will reimburse the Superintendent for reasonable and necessary expenses that he incurs in the course of conducting District business. To obtain reimbursement, the Superintendent must file itemized expense statements in compliance with School Board policy and law. The School Board retains the ultimate discretion to approve or deny an expense. The Superintendent is encouraged to seek approval for significant expenses in advance of incurring the expense. Notwithstanding any other provision in this Contract, the Board in its sole discretion may further define and limit the number and type of expenses for which the Superintendent may claim reimbursement.

ARTICLE VII MISCELLANEOUS

Section 1: Outside Activities. Although the Superintendent must devote full time and due diligence to the affairs and the activities of the District, he may also serve as a consultant to other Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the School Board, such activities do not impede the Superintendent's ability to perform the duties of the superintendent. However, the Superintendent may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board Chair.

Section 2: Indemnification and Provision of Counsel. In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with his employment and he is acting within the scope of employment or official duties, the District will defend and indemnify the Superintendent to the extent required by law. Indemnification, as provided in this Section, will not apply in the case of malfeasance in office or willful or wanton neglect of duty. In addition, the District's obligation to defend and indemnify the Superintendent is subject to the limitations stated in Minnesota Statutes Chapter 466 and the case law interpreting that statute.

Section 3: Jury Duty. If the Superintendent serves on jury duty during the term of this Contract, he will receive full pay from the District, without deduction from accumulated vacation or sick

leave, provided that he submits to the District any compensation he received from being called to sit as a juror.

Section 4: Mandatory Disclosure. Before entering into this Contract, the Superintendent must disclose, in writing, the existence and terms of any buyout agreement, including amounts and the purpose for the payments, relating to his contract with another school board. For purposes of this Contract, a “buyout agreement” is any agreement under which the Superintendent was employed as a superintendent; left before the term of the contract was over; and received a sum of money, something else of value, or the right to something of value for some purpose other than performing the services of a superintendent. The failure to make such a disclosure will render this Contract void as a matter of law.

Section 5: Severability. If a court of law determines that any provision of this Contract is invalid or unenforceable by operation of law, the remainder of the Contract will remain in full force and effect.

Section 6: Entire Agreement. This Contract constitutes the entire agreement between the parties relating to the District’s employment of the Superintendent. Neither party has relied upon any statements or promises that are not set forth in this document. This Contract supersedes any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or District policy. The Superintendent understands and agrees that any handbooks, manuals, or policies adopted by the District do not create an express or implied contract between the District and the Superintendent. No waiver or modification of any provision of this Contract will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Contract on the dates shown below. This Contract will not become effective unless and until it is approved by the District’s School Board and signed by both parties.

I have subscribed my signature
this ____ day of
~~December~~August, 2022~~2025~~.

Steven Unowsky

I have subscribed my signature
this ____ day of
~~December~~August, 2022~~2025~~.

School Board Chair

School Board Clerk

NEW BUSINESS - FOR ACTION

Agenda Item VI.F.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 18, 2025

Subject: Donations

(Recommended by the superintendent)

That the board of education accept the following donations with gratitude.

The RPS Athletics Department received a donation of \$5,000.00 for the following teams from the Mortenson Family Foundation:

- \$500.00 for the RHS Track & Field Team
- \$2,000.00 for the RHS Boys Basketball Team
- \$2,000.00 for the RHS Synchronized Swimming Team
- \$500.00 for the RHS Girls Swim Team

Richfield Public Schools received donations of \$2,500.00 from Richfield Baseball, Inc. and \$2,500.00 from the Richfield Dugout Club for maintenance of the baseball fields.

The RHS Scholarship Fund received a donation of \$60,000.00 from the Richfield Spartan Foundation.

Sheridan Hills Elementary School received a donation of school supplies valued at \$1,000.00 from Elizabeth Spletzer of Edina.