

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 2, 2021
7:00 p.m. School Board Meeting

- I. CALL TO ORDER
- II. REVIEW AND APPROVAL OF THE AGENDA
- III. INFORMATION AND PROPOSALS -- NON-ACTION ITEMS
 - A. Superintendent Update
 - 1. Land Acknowledgement Process
 - 2. Plan for Community Input on ESSER 3 Funds
- IV. CONSENT AGENDA
 - A. Routine Matters
 - 1. Minutes of the regular meeting held July 12, 2021
 - 2. General Disbursements as of 7/23/21 in the amount of \$3,572,526.14
 - 3. Investment Holdings
 - B. Personnel Items
- V. OLD BUSINESS
 - A. Policy 614 - Animals in Schools and Classrooms & Administrative Guideline 614.1
 - B. Policy 616 - School Sponsored Student Publications
- VI. NEW BUSINESS
 - A. Policy 901 – Community Education & Policy 676 – Adult Education
 - B. Policy 742 – Student Transportation Services
 - C. Policy 702 – Investments & Administrative Guideline 702.1
 - D. Designation of Identified Official with Authority (IOwA)
 - E. Miscellaneous Pay Rates for 2021-2022

F. Supplementary Transportation Services

G. Fresh Produce Award

VII. ADVANCE PLANNING

A. Legislative Update

B. Information and Questions from Board

1. Summary of Closed Session – Superintendent Evaluation

C. Future Meeting Dates

	8-16-2021	7:00 p.m.	Regular Board Meeting – Public Comment
Tuesday	9-7-2021	7:00 p.m.	Regular Board Meeting

D. Suggested/Future Agenda Items

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

IX. REOPEN MEETING

X. ADJOURN REGULAR MEETING

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

Agenda Item III.A.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 2, 2021

Subject: Superintendent Update

Superintendent Unowsky presents on the process for creating a land acknowledgement and the plan for collecting community input on ESSER funds.

Attached:

Land Acknowledgement Presentation
Community Input on ESSER Funds Presentation

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Land Acknowledgement Process

August 2, 2021

Enriqueciendo y acelerando el aprendizaje

What is a Land Acknowledgement?

- A public statement acknowledging the indigenous inhabitants of the land
- A way to recognize the historical and ongoing impacts of colonialism and the culpability of the American government in violating land treaties made with indigenous peoples
- A celebration and empowerment of indigenous communities
- One action step (among many) that can be taken to support indigenous communities

- Research the history of the land and any related treaties
- Draft land acknowledgement
- Collaborate with AIPAC to ensure RPS is supporting indigenous communities in the best way possible with this statement
- Approve the land acknowledgement at the board level
- Begin using land acknowledgement across the district as advised by AIPAC

Richfield Public Schools acknowledges that we are located on the ancestral land of the Dakota people, who have lived on and cared for the land since time immemorial. Indigenous nations have a long history of stewardship and preservation of the local area. We are grateful for the guardianship of these lands which hold historical, spiritual, and personal significance to the Dakota people.

The Cession 289 Treaty of 1851 names the Wahpeton and Sisseton Bands of the Dakota People. The United States government used this treaty to steal land from its indigenous groups. The Richfield Public School District continues to benefit from this unjust treaty.

We honor the history, sacrifices, and continued contributions of the Dakota People and all members of the Richfield community who belong to indigenous groups. Richfield Public Schools acknowledges the reality and history of these lands and affirms our appreciation of and support for indigenous peoples.

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Questions/Comments

Enriqueciendo y acelerando el aprendizaje

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**ESSER III Funding Priorities
&
Community Input**

Enriqueciendo y acelerando el aprendizaje

Elementary and Secondary School Emergency Relief Fund (ESSER) III



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- **Federal Funding**
 - Meet a wide range of needs arising from the coronavirus pandemic
 - reopening schools safely and sustaining safe operation
 - addressing students' social, emotional, mental health, and academic needs
- **Community input to identify district priorities**
 - Community input August - September
- **October 1, 2021 - Plan and application for funding due**
 - Funds available to use through September 30, 2024
- **Richfield Public School District: \$5,688,524.08**
 - ESSER III (80%) \$ 4,550,819
 - Specific activities or used or other COVID -19 pandemic response purposes
 - ESSER III (20%) \$ 1,137,705
 - Academic impact of lost instructional time

ESSER Funding State Priorities



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Plans that address at least one of the following will receive rapid approval from MDE

- Full Service Community Schools
- **Community Partnerships**
- Neighborhood Programs
- **Expanded Access to Tutoring**
- **MTSS- academic; behavior; social-emotional**
- **Student Support Personnel**
- Expand or add Vocational or Life Skills for students receiving special education
- Expand Access to voluntary prekindergarten and school readiness
- Grow your own expansion
- Educator Career Pathways
- **Family Engagement**
- **Expand Language access**
- Expand Rigorous Coursework by demographics
- **Staffing: smaller class sizes and/or staff for intervention or enrichment**
- Ethnic Studies
- Indigenous Education
- Hands-on learning opportunities including field trips
- **Out of school time learning opportunities**
- Kindergarten Entry Profile (KEP)

District Identified Priorities



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Must align to one of the following areas:

- **Health Needs**
 - Physical, mental, social and emotional health of students, families and staff
- **Connection Needs**
 - Physical, digital, social and emotional connection, as well as needs specific to historically underserved populations
 - May include: transportation, devices, internet access, language access, culturally responsive services
- **Academic Needs**
 - General academic needs
 - Academic needs experienced by students from historically underserved populations
- **Other locally identified needs related to COVID -19**

- **Survey**
 - Parents/Guardians
 - Staff
 - Middle - High School Students (Administered to ALL)
- **Schools**
 - Open House
 - PTO
 - Safe and Supportive School Scholar Leads/Student Government
 - AIRPod/Advisory Input Sessions
- **District Committees**
 - Safe and Supportive Schools Committee
 - Special Education Advisory Committee
 - Community Education - Early Childhood Advisory Council
 - Richfield Latino Family Association
 - Fiscal Planning Advisory Committee
 - District Curriculum Advisory Committee

ESSER III Budget Plan Timeline



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- September 15 - Community input completed
 - Analyze input, identify priorities
- September 20 - School Board Presentation
 - Budget priorities - spending plan draft
- October 1 - Submit completed budget and application to MDE

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Questions?

Enriqueciendo y acelerando el aprendizaje

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	301586	06/24/2021	ACT INC	R	8,658.00
01	301587	06/24/2021	ALL STATE COMMUNICATIONS INC	R	9,640.00
01	301588	06/24/2021	ALTMAN ADAM	R	420.00
01	301589	06/24/2021	BAND SHOPPE	R	114.80
01	301590	06/24/2021	BEN FRANKLIN ELECTRIC INC	R	1,760.00
01	301591	06/24/2021	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	7,040.00
01	301592	06/24/2021	BSN SPORTS, LLC	R	436.26
01	301593	06/24/2021	CANON USA	R	4,166.53
01	301594	06/24/2021	CATALYST BUYING GROUP LLC	R	2,941.24
01	301595	06/24/2021	CITY OF RICHFIELD	R	6,785.51
01	301596	06/24/2021	COLLEGE BOARD	R	22,846.00
01	301597	06/24/2021	EDUCATORS BENEFIT CONSULTANTS LLC	R	102.00
01	301598	06/24/2021	GROUP MEDICAREBLUE RX	R	6,342.00
01	301599	06/24/2021	HEINEMANN	R	8,977.29
01	301600	06/24/2021	INSTITUTE FOR ENVIROMENTAL	R	5,680.00
01	301601	06/24/2021	INTERMEDIATE DISTRICT 287	R	105,010.24
01	301602	06/24/2021	ISD #271	R	200.00
01	301603	06/24/2021	KINECT ENERGY INC	R	12,210.65
01	301604	06/24/2021	LEEN ALEX	R	20.00
01	301605	06/24/2021	LOFFLER COMPANIES	R	734.00
01	301606	06/24/2021	LOMAX CARLA	R	240.00
01	301607	06/24/2021	MADISON NATIONAL LIFE INS CO INC	R	30,963.36
01	301608	06/24/2021	MESSERLI & KRAMER	R	5,503.74
01	301609	06/24/2021	MINNESOTA STATE HIGH SCHOOL LEAGUE	R	750.00
01	301610	06/24/2021	MOSHIER LENNY	R	144.00
01	301611	06/24/2021	OCCUPATIONAL MEDICINE CONSULTANTS	R	681.00
01	301612	06/24/2021	LINDSEY JANE GUETTER	R	255.00
01	301613	06/24/2021	RAPIT PRINTING	R	548.81
01	301614	06/24/2021	RATWIK ROSZAK & MALONEY PA	R	234.00
01	301615	06/24/2021	REGION 6 AA-MSHSL	R	100.00
01	301616	06/24/2021	RUPP ANDERSON SQUIRES & WALDSPURGER	R	6,656.29
01	301617	06/24/2021	RYAN JEANNIE M	R	642.91
01	301618	06/24/2021	SAMRETH CREATIONS	R	1,450.00
01	301619	06/24/2021	SCHOOL SERVICE EMPLOYEES UNION	R	8,554.66
01	301620	06/24/2021	TAHO SPORTSWEAR INC	R	1,919.30
01	301621	06/24/2021	THIMM BRENNAN	R	20.00
01	301622	06/24/2021	THOMPSON ERROL	R	144.00
01	301623	06/24/2021	THREE RIVERS PARK DISTRICT	R	558.00
01	301624	06/24/2021	UNITED STATES TREASURER	R	830.00
01	301625	06/24/2021	UNIVERSITY OF MINNESOTA	R	290.00
01	301626	06/24/2021	VALLEY WEST SEWING	R	271.42
01	301627	06/24/2021	VANESSA MERRY	R	128.30
01	301628	06/24/2021	VSP VISION SERVICE PLAN	R	3,199.23
01	301629	06/24/2021	WEIRICH MYA	R	20.00
01	301630	06/24/2021	XCEL ENERGY	R	65,321.52
01	301631	06/25/2021	ACTION FENCE, INC.	R	13,220.00
01	301632	06/25/2021	ALL FURNITURE INC	R	33,765.40
01	301633	06/25/2021	BRAUN INTERTEC CORP	R	1,920.00
01	301634	06/25/2021	CORVAL CONSTRUCTION	R	33,054.74

01	301635	06/25/2021	FLICEK WELDING	R	3,500.00
01	301636	06/25/2021	HAKANSON ANDERSON ASSOCIATES INC	R	4,700.00
01	301637	06/25/2021	ICS CONSULTING, INC.	R	69,369.50
01	301638	06/25/2021	LS BLACK CONSTRUCTORS, INC.	R	229,125.56
01	301639	06/25/2021	OLYMPIC COMMUNICATIONS INC	R	4,500.00
01	301640	06/25/2021	RED CEDAR STEEL ERECTORS, INC.	R	10,256.00
01	301641	06/25/2021	ROCHON CORPORATION MINNESOTA	R	601,199.45
01	301642	06/25/2021	SHAW-LUNDQUIST ASSOCIATES, INC.	R	505,457.43
01	301643	06/25/2021	TWIN CITY HARDWARE	R	6,464.22
01	301644	06/25/2021	ULINE	R	532.52
01	301645	06/25/2021	WOLD ARCHITECTS AND ENGINEERS	R	33,985.00
01	V610949	06/25/2021	CHARITY C KROEGER	R	50.00
01	V610950	06/25/2021	PATRICIA M FENELON	R	64.98
01	V610951	06/25/2021	MELISSA E FINDLAY-LAMPKIN	R	10.00
01	V610952	06/25/2021	KENNETH C FRIEL	R	45.34
01	V610953	06/25/2021	MARIA GRAVER	R	43.07
01	V610954	06/25/2021	MAIA M MACK	R	404.89
01	V610955	06/25/2021	CHRISTINE M RITTER	R	166.32
01	301646	06/30/2021	ACADEMY OF HOLY ANGELS	R	3,744.02
01	301649	06/30/2021	AMAZON.COM SYNCB/AMAZON	R	6,256.61
01	301650	06/30/2021	AIM ELECTRONICS INC	R	5,193.33
01	301651	06/30/2021	AQUA ENGINEERING INC	R	1,961.25
01	301652	06/30/2021	AQUA LOGIC INC	R	480.00
01	301653	06/30/2021	NASCO	R	184.67
01	301654	06/30/2021	BAUER BUILT INC	R	1,351.52
01	301655	06/30/2021	BEN FRANKLIN ELECTRIC INC	R	7,761.00
01	301656	06/30/2021	BESSER WELDING & FABRICATION	R	460.00
01	301657	06/30/2021	BIX FRUIT COMPANY	R	2,852.23
01	301658	06/30/2021	BSI MECHANICAL, INC.	R	524.00
01	301659	06/30/2021	BSN SPORTS, LLC	R	13,541.64
01	301660	06/30/2021	CAPITAL ONE TRADE CREDIT	R	48.76
01	301661	06/30/2021	CAPITAL ONE TRADE CREDIT	R	7.98
01	301662	06/30/2021	CARQUEST AUTO PARTS	R	180.53
01	301663	06/30/2021	CEDAR SMALL ENGINE	R	222.46
01	301664	06/30/2021	CINTAS CORPORATION NO 2	R	313.02
01	301665	06/30/2021	CITY OF RICHFIELD	R	225.00
01	301666	06/30/2021	CITY OF RICHFIELD	R	4,373.61
01	301667	06/30/2021	COMMERCIAL KITCHEN	R	1,469.85
01	301668	06/30/2021	CONTINENTAL RESEARCH CORP	R	432.91
01	301669	06/30/2021	CUSTOM EDUCATION SOLUTIONS INC	R	7,266.59
01	301670	06/30/2021	DOOR SERVICE COMPANY OF THE TWIN CI	R	1,700.00
01	301671	06/30/2021	ECM PUBLISHERS INC	R	150.90
01	301672	06/30/2021	ECOLAB INC	R	954.92
01	301673	06/30/2021	ESPECIAL NEEDS, LLC	R	1,043.90
01	301674	06/30/2021	FINN SCOTT	R	90.00
01	301675	06/30/2021	FLICEK WELDING	R	25,100.00
01	301676	06/30/2021	FLUENCY MATTERS	R	635.00
01	301677	06/30/2021	FRIDLEY HIGH SCHOOL	R	2,030.00
01	301678	06/30/2021	WW GRAINGER INC	R	294.25
01	301679	06/30/2021	HARMES, KRISTIN	R	85.59

01	301680	06/30/2021	HAWKINS INC	R	4,466.25
01	301681	06/30/2021	HERFF JONES INC	R	454.51
01	301682	06/30/2021	HERLING DERRICK	R	185.00
01	301683	06/30/2021	HILLYARD	R	2,124.68
01	301684	06/30/2021	HOGLUND BUS CO INC	R	677.30
01	301685	06/30/2021	INSTITUTE FOR ENVIROMENTAL	R	19,094.45
01	301686	06/30/2021	INTERSTATE ALL BATTERY CENTER	R	22.75
01	301687	06/30/2021	JUNK MASTERS LLC	R	608.00
01	301688	06/30/2021	KAEDEN PUBLISHING	R	115.50
01	301689	06/30/2021	KASTL, HOLLY	R	171.18
01	301690	06/30/2021	KAYLENE KICKHAFER	R	365.00
01	301691	06/30/2021	KOCH SCHOOL BUS SERVICE, INC.	R	4,387.00
01	301692	06/30/2021	KREMER SERVICES LLC	R	3,239.24
01	301693	06/30/2021	LOFFLER COMPANIES	R	7,483.55
01	301694	06/30/2021	LUBE TECH & PARTNERS LLC	R	314.88
01	301695	06/30/2021	MARX, CHANTEL	R	85.59
01	301696	06/30/2021	MCDONOUGH'S SEWER SERVICES, INC.	R	464.83
01	301697	06/30/2021	METROPOLITAN MECHANICAL CONTRACTORS	R	379.00
01	301698	06/30/2021	MIDWEST BUS PARTS INC	R	311.58
01	301699	06/30/2021	MTI DISTRIBUTING CO	R	221.71
01	301700	06/30/2021	NESCO LLC #774121	R	54.72
01	301701	06/30/2021	NORTH CENTRAL BUS	R	227.25
01	301702	06/30/2021	NORTHSTAR BUS LINES, LLC	R	916.95
01	301703	06/30/2021	OLSON ANDREA JADE	R	185.00
01	301704	06/30/2021	PAN O GOLD BAKING CO	R	162.60
01	301705	06/30/2021	PLASTIC BAGMART	R	600.00
01	301706	06/30/2021	RICHFIELD BOYS SWIM & DIVE BOOSTER	R	240.00
01	301707	06/30/2021	RICHFIELD GIRLS SWIM & DIVE BOOSTER	R	250.00
01	301708	06/30/2021	SCHUMACHER ELEVATOR COMPANY	R	2,184.36
01	301709	06/30/2021	SHERWIN WILLIAMS CO	R	354.96
01	301710	06/30/2021	INDIGO SIGNWORKS, INC.	R	583.00
01	301711	06/30/2021	SITEONE LANDSCAPE SUPPLY LLC	R	1,226.71
01	301712	06/30/2021	PARK ADAM TRANSPORTATION	R	64,138.02
01	301713	06/30/2021	STATE SUPPLY COMPANY	R	150.39
01	301714	06/30/2021	TOLL COMPANY	R	48.12
01	301715	06/30/2021	TRANSPORTATION PLUS, INC.	R	328.00
01	301716	06/30/2021	TRIO SUPPLY COMPANY	R	1,427.91
01	301717	06/30/2021	TRISTATE BOBCAT INC	R	54.90
01	301718	06/30/2021	TWIN CITY FILTER SERVICE INC	R	130.40
01	301719	06/30/2021	TWIN CITY GARAGE DOOR	R	479.50
01	301720	06/30/2021	TWIN CITY TRANSPORTATION	R	187,249.84
01	301721	06/30/2021	UHL COMPANY INC	R	303.75
01	301722	06/30/2021	UPPER LAKES FOODS	R	7,279.85
01	301723	06/30/2021	TREMCO/WEATHERPROOFING TECH, INC.	R	137,519.11
01	301724	06/30/2021	WORLD FUEL SERVICES, INC.	R	17,882.68
01	301725	06/30/2021	XCEL ENERGY	R	22,185.45
01	301726	06/30/2021	ZACK'S INC.	R	485.87
01	301727	06/30/2021	ZAHL PETROLEUM MAINTENANCE CO	R	8,838.00
01	301728	06/30/2021	ZIEGLER INC.	R	730.00
01	V610956	06/30/2021	MELISSA E FINDLAY-LAMPKIN	R	37.59

01	V610957	06/30/2021	TERESA L ROSEN	R	27.90
01	V610958	06/30/2021	STACY THEIEN-COLLINS	R	1,625.00
01	301729	07/01/2021	ABC-CLIO INC	R	1,110.00
01	301730	07/01/2021	ACTIVE INTERNET TECHNOLOGIES, LLC	R	15,500.00
01	301731	07/01/2021	COMCAST	R	272.81
01	301732	07/01/2021	COMCAST BUSINESS	R	244.74
01	301733	07/01/2021	ELLEVATION INC.	R	13,722.50
01	301734	07/01/2021	GENERATIVE LEARNING	R	4,800.00
01	301735	07/01/2021	LABOR ARBITRATION INSTITUTE	R	275.00
01	301736	07/01/2021	MASA	R	860.00
01	301737	07/01/2021	MASSP-MN ASSOCIATION	R	964.00
01	301738	07/01/2021	MESPA-MN ELEMENTARY	R	1,613.00
01	301739	07/01/2021	MINNESOTA DEPARTMENT OF HEALTH	R	180.00
01	301740	07/01/2021	MSBA-MINNESOTA SCHOOL BOARD ASSOC	R	10,396.00
01	301741	07/01/2021	POWERSCHOOL GROUP LLC	R	64,169.66
01	301742	07/01/2021	QUALTRICS, LLC	R	18,000.00
01	301743	07/01/2021	SOLARWINDS ITSM US, INC	R	24,569.30
01	301744	07/01/2021	SOUTHEAST SERVICE COOPERATIVE	R	725.00
01	301745	07/01/2021	WISEIDENTITY LLC	R	3,861.90
01	V610959	07/01/2021	MIRIAM A CASTRO SANJUAN	R	40.00
01	V610960	07/01/2021	MARY L CLARKSON	R	144.77
01	V610961	07/01/2021	LATANYA R DANIELS	R	70.00
01	V610962	07/01/2021	GEORGE A DENNIS	R	35.00
01	V610963	07/01/2021	MEGAN M STECHER	R	70.00
01	V610964	07/01/2021	JARED ELLERSON	R	70.00
01	V610965	07/01/2021	MELISSA E FINDLAY-LAMPKIN	R	80.00
01	V610966	07/01/2021	PETER J FITZPATRICK	R	40.00
01	V610967	07/01/2021	STEVEN T FLUCAS	R	70.00
01	V610968	07/01/2021	MICHAEL L FRANKENBERG	R	70.00
01	V610969	07/01/2021	RACHEL GENS	R	70.00
01	V610970	07/01/2021	AREND J GEURINK	R	70.00
01	V610971	07/01/2021	JAMES A GILLIGAN	R	70.00
01	V610972	07/01/2021	KATHLEEN R GLICK	R	67.00
01	V610973	07/01/2021	CHRISTINA M GONZALEZ	R	70.00
01	V610974	07/01/2021	MARIA GRAVER	R	9.50
01	V610975	07/01/2021	KYLE L GUSTAFSON	R	40.00
01	V610976	07/01/2021	KEVIN D HARRIS	R	40.00
01	V610977	07/01/2021	JAMES L HILL	R	40.00
01	V610978	07/01/2021	JESSICA M HOFFMAN	R	40.00
01	V610979	07/01/2021	CRAIG D HOLJE	R	70.00
01	V610980	07/01/2021	JANICE JORENBY	R	70.00
01	V610981	07/01/2021	CORY J KLINGE	R	70.00
01	V610982	07/01/2021	DANIEL E KRETSINGER	R	70.00
01	V610983	07/01/2021	ANOOP KUMAR	R	40.00
01	V610984	07/01/2021	JENNIFER K LEWIS	R	80.00
01	V610985	07/01/2021	SHANNON J LINDBERG	R	40.00
01	V610986	07/01/2021	JOHN M LORENZINI	R	70.00
01	V610987	07/01/2021	COLLEEN M MAHONEY	R	70.00
01	V610988	07/01/2021	MICHAEL A MANNING	R	70.00
01	V610989	07/01/2021	DANIEL P MCGINN	R	40.00

01	V610990	07/01/2021	DOUG R MCMEEKIN	R	70.00
01	V610991	07/01/2021	CAROLE R MCNAUGHTON-COMMERS	R	70.00
01	V610992	07/01/2021	KENT D MEYER	R	70.00
01	V610993	07/01/2021	ALECIA M MOBLEY	R	70.00
01	V610994	07/01/2021	ERIN H NEILON	R	40.00
01	V610995	07/01/2021	ROBERT G OLSON	R	40.00
01	V610996	07/01/2021	LAURA B OTTERNESS	R	70.00
01	V610997	07/01/2021	MARK S PEDERSEN	R	40.00
01	V610998	07/01/2021	DENNIS E PETERSON	R	35.00
01	V610999	07/01/2021	CASSANDRA QUAM	R	70.00
01	V611000	07/01/2021	RENEE C REED-KARSTENS	R	40.00
01	V611001	07/01/2021	KEITH D RIEF	R	40.00
01	V611002	07/01/2021	TERESA L ROSEN	R	70.00
01	V611003	07/01/2021	MAUREEN E RUHLAND	R	40.00
01	V611004	07/01/2021	TIMECKA MARIE SANCHEZ-MICHAELS	R	70.00
01	V611005	07/01/2021	AMBER M SCHAUER	R	70.00
01	V611006	07/01/2021	MARTA I SHAHSAVAND	R	70.00
01	V611007	07/01/2021	NANCY J STACHEL	R	70.00
01	V611008	07/01/2021	PATRICK M SURE	R	40.00
01	V611009	07/01/2021	STACY THEIEN-COLLINS	R	70.00
01	V611010	07/01/2021	VLADIMIR S TOLEDO	R	40.00
01	V611011	07/01/2021	IAN D TOLENTINO	R	40.00
01	V611012	07/01/2021	STEVEN P UNOWSKY	R	270.00
01	V611013	07/01/2021	STEPHEN C URBANSKI	R	40.00
01	V611014	07/01/2021	CARRIE A VALA	R	70.00
01	V611015	07/01/2021	JENNIFER K VALLEY	R	70.00
01	V611016	07/01/2021	RYAN WAGNER	R	40.00
01	V611017	07/01/2021	REBECCA S WALD	R	40.00
01	V611018	07/01/2021	KASYA L WILLHITE	R	70.00
01	V611019	07/01/2021	AMY J WINTER AHSENMACHER	R	184.59
01	V2200939	07/01/2021	GOVERNMENT LEASING	R	30,577.60
01	V2200940	07/01/2021	WELLS FARGO EQUIPMENT FINANCE	R	76,359.10
01	301746	07/06/2021	ALTMAN ADAM	R	40.00
01	301747	07/06/2021	NASCO	R	337.68
01	301748	07/06/2021	BIX FRUIT COMPANY	R	1,765.80
01	301749	07/06/2021	CEDAR SMALL ENGINE	R	169.27
01	301750	07/06/2021	CEP ART & DESIGN	R	9.00
01	301751	07/06/2021	CONTINENTAL CLAY CO	R	81.00
01	301752	07/06/2021	DARK KNIGHT SOLUTIONS, LLC	R	350.00
01	301753	07/06/2021	DARRYL WALETZKO LLC	R	3,090.00
01	301754	07/06/2021	FREEWHEEL BIKE RICHFIELD	R	603.83
01	301755	07/06/2021	GITS ROBERT	R	72.00
01	301756	07/06/2021	GUSTAFSON DEBRA ANN	R	200.00
01	301757	07/06/2021	HOGLUND BUS CO INC	R	1,164.00
01	301758	07/06/2021	IIX INSURANCE INFORMATION EXCHANGE	R	74.70
01	301759	07/06/2021	INTERMEDIATE DISTRICT 287	R	329,296.16
01	301760	07/06/2021	JW PEPPER & SON INC	R	665.00
01	301761	07/06/2021	LORNA GRAY	R	49.00
01	301762	07/06/2021	MCEA	R	45.00
01	301763	07/06/2021	MIDWEST BUS PARTS INC	R	90.00

01	301764	07/06/2021	NEW LIFE ENTERPRISE	R	1,540.82
01	301765	07/06/2021	OCCUPATIONAL MEDICINE CONSULTANTS	R	75.00
01	301766	07/06/2021	LINDSEY JANE GUETTER	R	159.00
01	301767	07/06/2021	PAN O GOLD BAKING CO	R	133.00
01	301768	07/06/2021	PICTURE PERFECT	R	2,500.00
01	301769	07/06/2021	PIONEER MANUFACTURING COMPANY	R	1,732.50
01	301770	07/06/2021	RUPP ANDERSON SQUIRES & WALDSPURGER	R	1,831.00
01	301771	07/06/2021	SCHOOL BOARD SUPPORT SERVICES	R	750.00
01	301772	07/06/2021	TRIO SUPPLY COMPANY	R	946.59
01	301773	07/06/2021	UPPER LAKES FOODS	R	3,087.18
01	301774	07/06/2021	WORLD FUEL SERVICES, INC.	R	3,096.30
01	V611020	07/06/2021	BARBARA A NELSON	R	401.72

TOTAL CHECKS, EPAYS & WIRES					3,105,831.87
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CHECK RUNS, EPAYS & WIRES FOR 07/12/2021 BOARD REPORTS

BANK 05	DATE	AMOUNT
E-Pays	6/30/2021	1,690.49
	7/1/2021	3,915.86
Wire Transfers	7/1/2021	106,936.70
Checks	6/24/2021	333,510.06
	6/25/2021	784.60
	6/30/2021	588,580.86
	7/1/2021	161,263.91
	7/6/2021	354,355.55
AHA-CARES FUNDING	6/30/2021	3,744.02
CONSTRUCTION CHECKS	6/25/2021	1,551,049.82

CHECK REGISTER BANK 05 TOTAL =	3,105,831.87
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BREAKDOWN	
01-206-00	1,233,086.88
02-206-00	24,008.92
03-206-00	291,522.78
04-206-00	11,678.47
06-206-00	1,545,432.82
07-206-00	-
18-206-00	-
20-206-00	102.00
21-206-00	-
47-206-00	-
BANK TOTAL =	3,105,831.87

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, July 12, 2021
7:00 p.m. School Board Meeting

I. CALL TO ORDER

The regular meeting of the Board of Education of ISD 280, Hennepin County, Richfield, Minnesota was held on Monday, July 12, 2021 in the boardroom at the Richfield Public Schools district office. Chair Timothy Pollis called the Regular Board Meeting to order at 7:09 p.m. with the following school board members in attendance: Brakke, Cole, Maleck, Smisek and Toensing.

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

II. REVIEW AND APPROVAL OF THE AGENDA

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

III. INFORMATION AND PROPOSALS -- NON-ACTION ITEMS

- A. Public Comment
- B. Superintendent Update
 - 1. Presentation of Spartan Foundation Scholarship Funds
 - 2. Vision Cards Updated Drafts
 - 3. Fall Planning Presentation

IV. CONSENT AGENDA

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

- A. Routine Matters
 - 1. Minutes of the regular meeting held June 28, 2021
 - 2. General Disbursements as of 7/6/21 in the amount of \$3,105,831.87
 - 3. Investment Holdings
 - 4. Designation of Depositories
 - 5. Signatories on Deposit Accounts
 - 6. Signatories on MCU Depository Accounts
 - 7. Wire Transfer Funds Authorization

8. Official Newspaper Designation
9. Legal Counsel Authorization
10. Membership in Associations
11. Board Secretary Approval

B. Personnel Items

Administration Full Time for Employment

Megan Stecher – Director of Secondary Education - District

TiMecka Michaels - Interim Director of Human Resources – District

Certified Full Time Positions for Employment – 1st Year Probation

Jennifer Alfaro-Glover – School Social Worker – RSTEM

Bailey Hudson - Elementary Education – RSTEM

Quinn Millibergity – Special Education – Sheridan Hills

Joana Pasco – Elementary Teacher – RDLS

Thomas Reger – Special Education – Centennial

Nicole Shaffer – School Psychologist – RHS

Samuel Collins – Science – RHS

Kourtney Culver - Art - RMS

Certified Full Time Position for Employment – 3rd Year Probation

Joseph Corcoran – School Social Worker – RMS

Emily Hatten – Special Education - RHS

Cassidy Javner - Science - RHS

Michael Petersen - Special Education - RMS

Certified Full Time Position for Employment – Continuing Contract

Kayla Vo – Language Arts - RHS

Certified Full Time Position for Employment – Temporary Contract

Adam Alcott – Language Arts – RHS

Certified Full Time Resignation

Amanda DeGroot – Elementary Teacher – RDLS

Effective Date: 6/11/2021

Years in Richfield: 8

Stephanie Verzal – Literacy Coach – Sheridan Hills

Effective Date: 6/11/2021

Years in Richfield: 5

Elizabeth Winslow – Band Director – RHS

Effective Date: 6/11/2021

Years in Richfield: 5

Certified Full Time Child Care Leave of Absence Request

Erin McDonough – Science – RMS

Effective Date: 8/23/2021 – 6/11/2022

Classified Management Full Time for Employment

Janice Jorenby - Interim Human Resources Supervisor - District

Classified Management Full Time Retirement

Angela Maryn – District Data and Testing – District Office

Effective Date: 7/16/2021

Years in Richfield: 17

Classified Part Time Position For Employment – Paraprofessional

Rebekah Polland – 32.5 hours/week - Paraprofessional – RDLS

Effective 9/6/2021

Classified Full Time Resignation - Facilities & Transportation

Steve Carroll – Bus Driver – 15 hours/week – Bus Garage

Effective 6/9/2021

V. OLD BUSINESS

- A. Policy 613 - Religion in the Schools & Administrative Guideline 613.1 - third read

Motion by Toensing, seconded by Cole, and unanimously carried, the Board of Education approved the revised policy.

- B. Policy 614 - Animals in Schools and Classrooms & Administrative Guideline 614.1 - second read
- C. Policy 616 - School Sponsored Student Publications - second read
- D. 2021-2022 Board Meeting Dates

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

VI. NEW BUSINESS

- A. Policy 676 - Adult Education - first read
- B. Sheridan Hills Change Order #23

Motion by Brakke, seconded by Smisek, and unanimously carried, the Board of Education approved the change order.

- C. RMS Change Orders #19 & #20

Motion by Maleck, seconded by Cole, and unanimously carried, the Board of Education approved the change orders.

- D. Central Change Order #4

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

E. Pavement Rehabilitation Change Order #2

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

F. Solar Power Contract - Ideal Energies

Motion by Toensing, seconded by Brakke, and unanimously carried, the Board of Education approved the agreement.

G. Donations

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

VII. ADVANCE PLANNING

A. Legislative Update

B. Information and Questions from Board

C. Future Meeting Dates

8-2-2021	7:00 p.m.	Regular Board Meeting
8-16-2021	7:00 p.m.	Regular Board Meeting - Public Comment

D. Suggested/Future Agenda Items

VIII. CLOSED SESSION AS ALLOWED BY MINNESOTA STATUTE 13D.05 FOR SUPERINTENDENT EVALUATION

Motion by Toensing, seconded by Cole, and unanimously carried, the Board of Education moved into closed session at 8:38 p.m. Attending the closed session were Brakke, Cole, Maleck, Pollis, Smisek, and Toensing with Superintendent Unowsky.

IX. REOPEN MEETING

Motion by Cole, seconded by Brakke, and unanimously carried, the Board of Education moved into open session at 9:31 p.m. with the following school board members in attendance: Brakke, Cole, Maleck, Pollis, Smisek and Toensing.

ADJOURN REGULAR MEETING

Chair Pollis adjourned the meeting at 9:32 p.m.

P-CARD,CHECK RUNS, E-PAYS & WIRES FOR 08/02/2021 BOARD REPORTS

BANK 05	DATE	AMOUNT
June P-Cards-Paid on 7/6/21	7/6/2021	58,089.73
E-Pays	7/23/2021	3,333.04
Wire Transfers	7/15/2021	50,372.04
	7/16/2021	71,715.62
Checks	7/8/2021	173,090.74
	7/9/2021	7,229.32
	7/14/2021	171,504.26
	7/15/2021	182,404.71
	7/22/2021	244,758.08
	7/23/2021	2,850.00
Construction Checks	7/23/2021	2,606,989.71
Blessed Trinity-Cares Funding	7/16/2021	188.89

CHECK REGISTER BANK 05 TOTAL =	3,572,526.14
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BREAKDOWN	
01-206-00	821,101.09
02-206-00	33,445.08
03-206-00	93,252.88
04-206-00	15,682.86
06-206-00	2,601,273.73
07-206-00	2,375.00
18-206-00	-
20-206-00	3,378.58
21-206-00	1,541.92
47-206-00	475.00
BANK TOTAL =	3,572,526.14

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	V2200941	07/06/2021	P-CARD BAIRD LISA	R	1,880.38
01	V2200942	07/06/2021	P-CARD BROWN MATTHEW	R	3,132.83
01	V2200943	07/06/2021	P-CARD BRUNNER PATTI	R	6,981.05
01	V2200944	07/06/2021	P-CARD BURT EMILY	R	690.17
01	V2200945	07/06/2021	P-CARD CARUSO MATTHEW	R	1,370.68
01	V2200946	07/06/2021	P-CARD DINGMAN KRISTI	R	4,749.44
01	V2200947	07/06/2021	P-CARD ELLERSON JARED	R	20.00
01	V2200948	07/06/2021	P-CARD FINDLEY LAMPKIN MELISSA	R	1,413.36
01	V2200949	07/06/2021	P-CARD FINKE RYAN	R	1,304.25
01	V2200950	07/06/2021	P-CARD GEURINK AREND	R	579.40
01	V2200951	07/06/2021	P-CARD HOLJE CRAIG	R	286.87
01	V2200952	07/06/2021	P-CARD KRETSINGER DAN	R	691.64
01	V2200953	07/06/2021	P-CARD LEWIS JENNIFER	R	1,254.55
01	V2200954	07/06/2021	P-CARD MACE CHRISTI JO	R	190.61
01	V2200955	07/06/2021	P-CARD MAHONEY COLLEEN	R	320.16
01	V2200956	07/06/2021	P-CARD MANNING MICHAEL	R	82.26
01	V2200957	07/06/2021	P-CARD MARYN ANGELA	R	19,000.32
01	V2200958	07/06/2021	P-CARD MCGINN DAN	R	1,080.54
01	V2200959	07/06/2021	P-CARD MCNAUGHTON COMMERS CAROLE	R	305.93
01	V2200960	07/06/2021	P-CARD POMERLEAU DORIS	R	1,229.39
01	V2200961	07/06/2021	P-CARD SHAHSAVAND MARTA	R	181.03
01	V2200962	07/06/2021	P-CARD SMITH DANE	R	33.04
01	V2200963	07/06/2021	P-CARD STACHEL NANCY	R	4,531.51
01	V2200964	07/06/2021	P-CARD VALLEY JENNIFER	R	19.00
01	V2200965	07/06/2021	P-CARD WILLHITE KASYA	R	335.58
01	V2200966	07/06/2021	P-CARD WINTER AMY	R	6,425.74
01	301775	07/08/2021	ANOKA-HENNEPIN SCHOOL DIST #11	R	800.00
01	301776	07/08/2021	AUGSBURG UNIVERSITY-ROCHESTER	R	650.00
01	301777	07/08/2021	BIX FRUIT COMPANY	R	2,105.80
01	301778	07/08/2021	BRAMBILLA'S LEASE SYSTEMS, INC	R	2,161.00
01	301779	07/08/2021	COMCAST BUSINESS	R	529.74
01	301780	07/08/2021	FRB	R	80,410.42
01	301781	07/08/2021	HOPE CHURCH	R	14,413.73
01	301782	07/08/2021	HOPKINS SCHOOL DISTRICT	R	485.73
01	301783	07/08/2021	IDEAL ENERGIES LLC	R	992.09
01	301784	07/08/2021	KINECT ENERGY INC	R	515.00
01	301785	07/08/2021	METRO ECSU	R	5,149.40
01	301786	07/08/2021	MN DEPT HEALTH	R	240.00
01	301787	07/08/2021	NUTRILINK	R	1,125.00
01	301788	07/08/2021	SNA-SCHOOL NUTRITION	R	2,209.50
01	301789	07/08/2021	STAR TRIBUNE	R	553.40
01	301790	07/08/2021	TAFFE SARAH ANN	R	8,492.23
01	301791	07/08/2021	TEACHING STRATEGIES, LLC	R	12,992.40
01	301792	07/08/2021	TIERNEY BROTHERS INC	R	31,500.00
01	301793	07/08/2021	TRIO SUPPLY COMPANY	R	293.06
01	301794	07/08/2021	ALLIANCE INTERPRETING SERVICES	R	374.00
01	301795	07/08/2021	BIX FRUIT COMPANY	R	1,860.20
01	301796	07/08/2021	COMMERCIAL KITCHEN	R	442.63
01	301797	07/08/2021	CUB FOODS	R	14.23

01	301798	07/08/2021	HARMES, KRISTIN	R	141.18
01	301799	07/08/2021	ALBIN ACQUISITION CORP	R	2.00
01	301800	07/08/2021	PAN O GOLD BAKING CO	R	123.20
01	301801	07/08/2021	SOCIAL THINKING	R	373.41
01	301802	07/08/2021	UPPER LAKES FOODS	R	4,141.39
01	301803	07/09/2021	ACADEMY OF WHOLE LEARNING	R	151.17
01	301804	07/09/2021	AVAIL ACADEMY	R	474.18
01	301805	07/09/2021	BLOOMINGTON LUTHERAN	R	208.94
01	301806	07/09/2021	BRECK SCHOOL	R	413.00
01	301807	07/09/2021	CITY OF LAKES WALDORF SCHOOL	R	303.35
01	301808	07/09/2021	FIRST BAPTIST CHURCH SCHOOLS	R	275.61
01	301809	07/09/2021	GROVES ACADEMY	R	155.48
01	301810	07/09/2021	HOLY FAMILY CATHOLIC HIGH SCHOOL	R	158.04
01	301811	07/09/2021	HOPE ACADEMY	R	368.70
01	301812	07/09/2021	INTERNATIONAL SCHOOL	R	208.00
01	301813	07/09/2021	LAKE COUNTRY SCHOOL	R	135.03
01	301814	07/09/2021	MARANATHAN CHRISTIAN ACADEMY	R	152.51
01	301815	07/09/2021	MAYER LUTHERAN HIGH	R	153.60
01	301816	07/09/2021	MINNEHAHA ACADEMY	R	1,471.24
01	301817	07/09/2021	PROVIDENCE ACADEMY	R	316.24
01	301818	07/09/2021	SOUTHWEST CHRISTIAN HIGH SCHOOL	R	287.25
01	301819	07/09/2021	ST CROIX LUTHERAN	R	476.28
01	301820	07/09/2021	ST MARGARET'S SCHOOL	R	474.35
01	301821	07/09/2021	STAGNES SCHOOL	R	750.12
01	301822	07/09/2021	VISITATION SCHOOL	R	296.23
01	301823	07/14/2021	BEN FRANKLIN ELECTRIC INC	R	513.00
01	301824	07/14/2021	BRINK'S INCORPORATED	R	3.58
01	301825	07/14/2021	BW T&F ENTERPRISES LLP	R	265.00
01	301826	07/14/2021	CARQUEST AUTO PARTS	R	70.08
01	301827	07/14/2021	CHLOE ARTS & PUBLISHING, LLC	R	760.00
01	301828	07/14/2021	CINTAS CORPORATION NO 2	R	104.34
01	301829	07/14/2021	CITY OF RICHFIELD	R	1,517.38
01	301830	07/14/2021	CONTEMPORARY TRANSPORTATION LLC	R	980.00
01	301831	07/14/2021	CONTINENTAL RESEARCH CORP	R	1,481.01
01	301832	07/14/2021	D.E.L.O.R.E.S WORKS, INC.	R	11,495.00
01	301833	07/14/2021	DICKS LAKEVILLE SANITATION INC	R	7,412.77
01	301834	07/14/2021	ECM PUBLISHERS INC	R	130.90
01	301835	07/14/2021	FRONTLINE TECHNOLOGIES GROUP LLC	R	1,575.00
01	301836	07/14/2021	G DENNIS PRODUCTIONS	R	10,000.00
01	301837	07/14/2021	WW GRAINGER INC	R	341.53
01	301838	07/14/2021	HAAG COMPANIES	R	128.00
01	301839	07/14/2021	HASTINGS CREAMERY LLC	R	3,923.15
01	301840	07/14/2021	HAWKINS INC	R	5.00
01	301841	07/14/2021	HILLYARD	R	6,448.13
01	301842	07/14/2021	HOGAN ASSESSMENT SYSTEMS INC	R	3,300.00
01	301843	07/14/2021	HOME DEPOT U.S.A.	R	1,770.16
01	301844	07/14/2021	LAKES COUNTRY SERVICE	R	145.00
01	301845	07/14/2021	LANGUAGE LINE SERVICE	R	430.96
01	301846	07/14/2021	LARSON ENGINEERING	R	5,950.00
01	301847	07/14/2021	METROPOLITAN MECHANICAL CONTRACTORS	R	808.96

01	301848	07/14/2021	OCCUPATIONAL MEDICINE CONSULTANTS	R	75.00
01	301849	07/14/2021	ON SITE SANITATION	R	1,744.23
01	301850	07/14/2021	SHANNON GLASS COMPANY, INC	R	307.99
01	301851	07/14/2021	SYNLAWN MINNESOTA	R	5,828.50
01	301852	07/14/2021	TOLL COMPANY	R	46.56
01	301853	07/14/2021	TRANSPORTATION PLUS, INC.	R	37.00
01	301854	07/14/2021	TWIN CITY TRANSPORTATION	R	80,505.35
01	301855	07/14/2021	UPPER LAKES FOODS	R	2,228.84
01	301856	07/14/2021	XCEL ENERGY	R	21,171.84
01	301857	07/15/2021	AMSD-ASSOC OF METRO	R	9,047.00
01	301858	07/15/2021	ARVIG ENTERPRISES INC	R	1,107.90
01	301859	07/15/2021	BIX FRUIT COMPANY	R	782.73
01	301860	07/15/2021	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	7,920.00
01	301861	07/15/2021	BRINK'S INCORPORATED	R	1,342.56
01	301862	07/15/2021	CEDAR SMALL ENGINE	R	6.59
01	301863	07/15/2021	CENTURYLINK	R	42.56
01	301864	07/15/2021	CINTAS CORPORATION NO 2	R	104.34
01	301865	07/15/2021	CULLIGAN SOFT WATER	R	9.50
01	301866	07/15/2021	EAGLE RIDGE ACADEMY	R	1,350.00
01	301867	07/15/2021	FRONTLINE TECHNOLOGIES GROUP LLC	R	20,218.52
01	301868	07/15/2021	WW GRAINGER INC	R	61.32
01	301869	07/15/2021	HOPE CHURCH	R	14,413.77
01	301870	07/15/2021	LOFFLER	R	1,225.09
01	301871	07/15/2021	MIDWEST BUS PARTS INC	R	100.00
01	301872	07/15/2021	NWEA	R	36,400.00
01	301873	07/15/2021	PAN O GOLD BAKING CO	R	55.80
01	301874	07/15/2021	PCS REVENUE CONTROL	R	9,609.00
01	301875	07/15/2021	PREMIUM WATERS INC	R	28.00
01	301876	07/15/2021	REGION 1 INFORMATION MGMT SERVICE	R	64,223.86
01	301877	07/15/2021	SAFETYFIRST PLAYGROUND MAINTENANCE	R	1,575.00
01	301878	07/15/2021	SEESAW LEARNING, INC.	R	10,951.60
01	301879	07/15/2021	SHERWIN WILLIAMS CO	R	54.50
01	301880	07/15/2021	SMARTSENSE BY DIGI	R	330.00
01	301881	07/15/2021	TRIO SUPPLY COMPANY	R	283.25
01	301882	07/15/2021	UNITED HEALTHCARE INSURANCE CO	R	503.63
01	301883	07/15/2021	UNITED HEALTHCARE/AARP MEDICARE RX	R	88.70
01	301884	07/15/2021	UNITED HEARTHCARE /AARP MEDICARE RX	R	88.70
01	301885	07/15/2021	VERIZON WIRELESS	R	480.79
01	V2200967	07/15/2021	GOVERNMENT LEASING	R	50,372.04
01	301886	07/16/2021	CINTAS	R	188.89
01	V2200968	07/16/2021	SUN TRUST EQUIPMENT FINANCE LEASING	R	71,715.62
01	301887	07/22/2021	ALTMAN ADAM	R	260.00
01	301888	07/22/2021	AMAZON.COM SYNCB/AMAZON	R	878.41
01	301889	07/22/2021	BLAKE SCHOOL	R	93.33
01	301890	07/22/2021	CITY OF RICHFIELD	R	2,765.03
01	301891	07/22/2021	DISTRICT 281	R	92.44
01	301892	07/22/2021	EASYPERMIT POSTAGE	R	345.23
01	301893	07/22/2021	FATH CUTTER, NOELLA	R	3,480.00
01	301894	07/22/2021	INSTITUTE FOR ENVIROMENTAL	R	4,492.50
01	301895	07/22/2021	ISM	R	9,000.00

01	301896	07/22/2021	MALLOY MONTAGUE KARNOWSKI & RADO	R	5,000.00
01	301897	07/22/2021	STRATEGIC STAFFING SOLUTIONS	R	1,170.00
01	301898	07/22/2021	TWIN CITY HARDWARE	R	2,700.00
01	301899	07/22/2021	AJUSTED SCHOOL EQUITY SOLUTIONS LLC	R	43,800.00
01	301900	07/22/2021	ALICIA RODRIGUEZ	R	35.00
01	301901	07/22/2021	AMAZON.COM SYNCB/AMAZON	R	187.18
01	301902	07/22/2021	APPRIZE TECHNOLOGY	R	300.00
01	301903	07/22/2021	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	2,263.50
01	301904	07/22/2021	CANON USA	R	4,166.53
01	301905	07/22/2021	CATALYST BUYING GROUP LLC	R	2,189.99
01	301906	07/22/2021	CEL PUBLIC RELATIONS, INC.	R	3,138.00
01	301907	07/22/2021	CODEHS INC	R	18,300.00
01	301908	07/22/2021	D.E.L.O.R.E.S WORKS, INC.	R	11,495.00
01	301909	07/22/2021	DEMCO MEDIA	R	82.96
01	301910	07/22/2021	DIGITAL INSURANCE LLC	R	3,607.00
01	301911	07/22/2021	DREAMBOX LEARNING	R	33,684.50
01	301912	07/22/2021	ECM PUBLISHERS INC	R	85.45
01	301913	07/22/2021	ECOLAB INC	R	122.42
01	301914	07/22/2021	EDPUZZLE, INC	R	5,270.00
01	301915	07/22/2021	EDUCATORS BENEFIT CONSULTANTS LLC	R	534.97
01	301916	07/22/2021	FORECAST 5 ANALYTICS, INC	R	16,941.50
01	301917	07/22/2021	FREEWHEEL BIKE RICHFIELD	R	145.00
01	301918	07/22/2021	FURTHER	R	6,030.00
01	301919	07/22/2021	GROUP MEDICAREBLUE RX	R	6,493.00
01	301920	07/22/2021	HILLYARD	R	1,721.76
01	301921	07/22/2021	IDEAL ENERGIES LLC	R	992.09
01	301922	07/22/2021	LEARNING A-Z	R	21,891.35
01	301923	07/22/2021	MACKIN BOOK COMPANY	R	971.96
01	301924	07/22/2021	MADISON NATIONAL LIFE INS CO INC	R	7,795.69
01	301925	07/22/2021	MASSP-MN ASSOCIATION	R	865.00
01	301926	07/22/2021	MATRIX COMMUNICATIONS INC	R	7,933.20
01	301927	07/22/2021	MESSERLI & KRAMER	R	981.39
01	301928	07/22/2021	RICHFIELD READY	R	70.00
01	301929	07/22/2021	RYAN JEANNIE M	R	642.91
01	301930	07/22/2021	SCHOOL SERVICE EMPLOYEES UNION	R	3,896.20
01	301931	07/22/2021	SITEIMPROVE, INC.	R	7,528.00
01	301932	07/22/2021	UNITED STATES TREASURER	R	230.00
01	301933	07/22/2021	XCEL ENERGY	R	89.59
01	301934	07/23/2021	CORVAL CONSTRUCTION	R	893,852.65
01	301935	07/23/2021	ICS CONSULTING, INC.	R	69,480.10
01	301936	07/23/2021	INSTITUTE FOR ENVIROMENTAL	R	3,107.32
01	301937	07/23/2021	ROCHON CORPORATION MINNESOTA	R	768,353.14
01	301938	07/23/2021	SHAW-LUNDQUIST ASSOCIATES, INC.	R	814,253.70
01	301939	07/23/2021	WOLD ARCHITECTS AND ENGINEERS	R	43,920.35
01	301940	07/23/2021	ALL FURNITURE INC	R	2,000.00
01	301941	07/23/2021	INNOVATIVE OFFICE SOLUTIONS LLC	R	1,733.45
01	301942	07/23/2021	INDIGO SIGNWORKS, INC.	R	10,289.00
01	301943	07/23/2021	BOND TRUST SERVICES CORP	R	2,850.00
01	V611021	07/23/2021	SHUKRI M ABUKAR	R	547.27
01	V611022	07/23/2021	CASSIE J ACOSTACANO	R	15.52

01	V611023	07/23/2021	ERIC ANDERSON	R	40.00
01	V611024	07/23/2021	SARAH M EGBERG	R	423.44
01	V611025	07/23/2021	STEVEN T FLUCAS	R	403.20
01	V611026	07/23/2021	SARAH A GACEK	R	36.14
01	V611027	07/23/2021	MICHAEL E JAEGER	R	73.54
01	V611028	07/23/2021	MADELINE KAISER	R	51.00
01	V611029	07/23/2021	STEVEN C PEER	R	398.73
01	V611030	07/23/2021	JENNIFER K SJOSTEN	R	440.05
01	V611031	07/23/2021	CARRIE A VALA	R	688.21
01	V611032	07/23/2021	KASYA L WILLHITE	R	215.94

TOTAL P-CARDS, CHECKS, E-PAYS & WIRES					3,572,526.14
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RICHFIELD PUBLIC SCHOOLS

Investment Holdings as of
 July 26, 2021

Description	Matures	Rate	Cost	General Operating	Agency (Scholarships)	2018A Bond	2018B Bond	OPEB Bond
MN TRUST TERM SERIES	07/26/21	0.03%	15,000,000.00	15,000,000.00	-	-	-	-
BANK OF CHINA	08/20/21	0.34%	248,100.00	248,100.00	-	-	-	-
CIBM BANK	10/19/21	0.10%	249,600.00	249,600.00	-	-	-	-
SERVISFIRST BANK	10/19/21	0.70%	247,700.00	247,700.00	-	-	-	-
BMO HARRIS BANK, NA	01/26/22	0.28%	4,000,000.00	4,000,000.00	-	-	-	-
PREFERRED BANK	02/04/22	0.10%	249,700.00	249,700.00	-	-	-	-
WESTERN ALLIANCE BANK / TORREY P	02/04/22	0.20%	249,200.00	249,200.00	-	-	-	-
CUSTOMERS BANK	02/18/22	0.11%	249,700.00	249,700.00	-	-	-	-
Capital One, National Association Cert	08/16/21	2.10%	160,000.00	-	160,000.00	-	-	-
MN TRUST TERM SERIES	07/26/21	0.03%	500,000.00	-	-	500,000.00	-	-
State of Hawaii	08/01/21	2.45%	357,371.00	-	-	357,371.00	-	-
US TREASURY N/B	08/31/21	2.40%	493,398.44	-	-	493,398.44	-	-
FANNIE MAE	10/07/21	2.45%	481,788.31	-	-	481,788.31	-	-
City & County of Honolulu HI	11/01/21	2.55%	497,605.00	-	-	497,605.00	-	-
MN TRUST TERM SERIES	07/26/21	0.03%	3,000,000.00	-	-	-	3,000,000.00	-
GREAT MIDWEST BANK	08/25/21	2.68%	120,000.00	-	-	-	120,000.00	-
CIBC BANK USA / PRIVATE BANK - MI	08/25/21	2.69%	234,000.00	-	-	-	234,000.00	-
FIRST NATIONAL BANK	08/25/21	2.78%	233,500.00	-	-	-	233,500.00	-
OXFORD-C-REF	08/01/21	1.70%	300,516.00	-	-	-	-	300,516.00
FIRST CAPITAL BANK	10/07/21	0.10%	249,400.00	-	-	-	-	249,400.00
T BANK, NA	10/12/21	1.51%	100,000.00	-	-	-	-	100,000.00
GBC INTERNATIONAL BANK	01/20/22	0.09%	249,700.00	-	-	-	-	249,700.00
VERITEX COMMUNITY BANK	01/20/22	0.09%	249,700.00	-	-	-	-	249,700.00
Bank OZK	02/28/22	2.65%	230,100.00	-	-	-	-	230,100.00
TULSA CO ISD #3-TXBL	04/01/22	2.58%	693,178.90	-	-	-	-	693,178.90
HONOLULU-E-TXBL	10/01/22	1.61%	282,931.00	-	-	-	-	282,931.00
HONOLULU CITY and CNTY	10/01/22	1.58%	965,371.30	-	-	-	-	965,371.30
TEXAS ST-C-REF-TXBL	10/01/22	1.61%	784,606.90	-	-	-	-	784,606.90
ROBBINSDALE ISD-B-REF	02/01/23	0.13%	2,716,236.55	-	-	-	-	2,716,236.55
HAWAII-FA-TXBL	10/01/23	1.62%	882,359.50	-	-	-	-	882,359.50
Total Investments Held			34,275,762.90	20,494,000.00	160,000.00	2,330,162.75	3,587,500.00	7,704,100.15

Agenda Item IV.B

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 2, 2021

Subject: PERSONNEL ITEMS
(Recommended by Superintendent)

That the Board of Education approve the following personnel items:

Administration Full Time for Employment

Erica Barlow – Principal – RMS
David Freeburg – Assistant Principal – RMS
Ashley Schaefer – Assistant Principal – RMS
Steven Flucas – Assistant Principal - RHS

Certified Full Time Positions for Employment – 1st Year Probation

Kristen Gorecki – Occupational Thearpist – District Wide
Patrick Wells - School Social Worker – RHS
Hannah Toedter – ELL Teacher – RHS
Sadie Tollman – Special Education - STEM

Certified Full Time Position for Employment – 3rd Year Probation

Katrina Kestler - Special Education – RMS

Certified Full Time Position for Employment – Continuing Contract

Taylor Jensen – Elementary Teacher – STEM

Certified Full Time Position for Employment – Temporary Contract

Christi Jo Mace – CTE Teacher – RHS

Early Learning Part Time Position for Employment

Shanyn Dick – Pre K Teacher - CEC

Certified Full Time Employment with 4th Year Probationary Extension

Jon Drummond – Math - RMS

Classified Full Time Position For Employment – Administrative and Management Support Professionals

Liz Morales - 40 hr/wk - Administrative Assistant 4 Principal's Secretary - Richfield High School
Effective 7/29/2021

Lori Schmidt - 40 hr/wk - Administrative Assistant 3 Student Support Services - Richfield High School
Effective 7/29/2021

Jennifer Cruz Esteva - 40 hr/wk Administrative Assistant 2 Assistant Principal's Administrative Asst - Richfield High School
Effective 7/29/2021

Audrey Santos - 40 hr/wk Administrative Assistant 3 Data Specialist - Richfield High School
Effective 7/29/2021

Classified Full Time Position For Employment – Health Resource Ctr Coordinator

Rachel Lenmark - 40 hr/wk Health Resource Center Coordinator – District Wide
Effective 7/12/2021

Classified Full Time Position For Employment – Paraprofessional

Alex Shimkus - 32.5 hr/wk - Special Education Paraprofessional – Richfield STEM School
Effective 9/6/2021

Nancy Fitzgerald – 20 hr/wk Instructional Para, 11.35 hr/wk Managerial – Sheridan Hills
Effective 9/6/2021

Classified Part Time Position For Employment – Paraprofessional

Areli Silva Segura – 16.5 hr/wk - Managerial Paraprofessional – RDLS
Effective 9/6/2021

Mauricio Lujambio - 16.5 hr/wk – Managerial para – RDLS
Effective 9/6/2021

Stephanie Hartman – 27 Hr/wk - Instructional Paraprofessional – Central Education
Effective 9/6/2021

Classified Full Time Employment - Food and Nutrition Services

Isela Ventrúa Rubio – 37.5 hr/wk – Production Cook - Richfield Senior High
Effective 9/6/2021

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 2, 2021

Subject: Animals in Schools and Classrooms

(Recommended by the Superintendent)

Passage upon a third read of Policy 614: Animals in Schools and Classrooms and the accompanying guideline. Updates have been made to incorporate additional language around service animals based on the MSBA model policy. Since the last meeting, the Richfield Disability Advocacy Partnership was consulted and gave additional feedback that has been incorporated into the new draft.

Attachments:

Policy 614: Animals in Schools and Classrooms - redlined
Administrative Guideline 614.1 - redlined
MSBA Model Policy 535: Service Animals in Schools
MSBA Model Form: Service Animal Request

RICHFIELD PUBLIC SCHOOLS
ANIMALS IN SCHOOLS AND CLASSROOMS

I. GENERAL STATEMENT OF POLICY

Under controlled conditions and for limited purposes, the Board of Education sanctions the presence and use of animals in schools and classrooms. Richfield Public Schools acknowledges its responsibility to permit students, parents/guardians, family members, employees and visitors with disabilities to be accompanied by a "service animal" consistent with the Americans with Disabilities Act (ADA) on school property, on school buses or at school activities.

II. DEFINITIONS

A. Handler

A "handler" is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, "handler" means the person who cares for and supervises the animal on that individual's behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

B. Individual with a Disability

An individual with a disability is defined by the ADA as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such an impairment, or a person who is perceived by others as having such an impairment.

C. Service Animal

A "service animal" is a dog (regardless of breed or size) or miniature horse that is individually trained to perform "work or tasks" for the benefit of an individual with a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual's disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

D. Trainer

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

E. Work or Tasks

1. "Work or tasks" are those functions performed by a service animal.

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2. Examples of "work or tasks" include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

III. CONDITIONS FOR PRESENCE OF ANIMALS

Animals may be present in schools and classrooms only when the following conditions have been met:

- A. The responsible staff member has obtained the permission of the building principal or site administrator.
- B. Provisions have been made for appropriate housing and humane care of the animal.
- C. Precautions have been taken to protect the health and safety of students and staff.
- ~~D.~~ Other staff members and parents of students in the affected classroom(s) have been notified and adjustments have been made to accommodate verified health-related or other concerns. Except when an animal is used as an aid to a student or employee with disabilities, the presence of an animal shall be disallowed if the documented health concerns of a staff member or student cannot be accommodated.

IV. PERMITTED PURPOSES

Animals may be used in schools and classrooms for the following purposes:

- A. Curriculum-related projects and activities
- B. Therapeutic purposes
- C. Service ~~dog-animal~~ specifically trained to work or perform tasks for an individual with ~~a disabilities~~ disability

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

- A. The service animal must be required for the individual with a disability.

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B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.

C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

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D. The service animal must be housebroken.

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E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.

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F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.

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G. In the case of a student who is unable to care for and/or supervise their service animal, the student's parent/guardian is responsible for arranging for such care and supervision. In the case of an employee or other individual who is unable to care for and/or supervise their service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.

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H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

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VI. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right:

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1. to be present on school district property or in school district facilities;

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2. to attend or participate in a school- sponsored event, activity, or program; or

3. to be transported in a vehicle that is operated by or on behalf of the school district.

B. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:

1. Is the service animal required because of a disability; and

2. What work or tasks is the service animal trained to perform.

C. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has communicated with the school principal or building administrator regarding the work or tasks that the service animal is trained to perform and provided evidence that the service animal has received all required vaccinations.

D. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

VII. LIABILITY

A. The owner of the service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.

B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

VIII. ADMINISTRATIVE GUIDELINES

The superintendent is directed to prepare administrative guidelines to facilitate implementation of this policy.

IX. LIMITATIONS OF POLICY

This policy does not apply to the use of school facilities for Community Education classes or for any other purpose approved under a building use permit or lease.

Legal references:

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Section 504 of the Rehabilitation Act of 1973
28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136 (ADA
Regulations)
20 U.S.C. § 1400 et seq. (Individuals with Disabilities Education Act)
Minn. Stat. § 256C.02 (Public Accommodations for Persons with Disabilities)
Minn. Stat. § 363A.19 (Discrimination Against Blind, Deaf, or Other Persons with
Physical or Sensory Disabilities Prohibited)
Minn. Stat. § 609.226 (Harm Caused by Dog)
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

Cross References:

Policy 403: Disability Nondiscrimination
Policy 505: Student Disability Nondiscrimination

ADOPTED-RATIFIED BY THE BOARD OF EDUCATION: November 15, 1999

REAFFIRMED BY THE BOARD OF EDUCATION: July 21, 2003

REVISED BY THE BOARD OF EDUCATION: August 12, 2013; August 2, 2021

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RICHFIELD PUBLIC SCHOOLS
ADMINISTRATIVE GUIDELINES
ANIMALS IN SCHOOLS AND CLASSROOMS

Consistent with Board of Education Policy 614, the following administrative guidelines are established regarding the presence and use of animals in schools and classrooms.

I. ACTIONS PRIOR TO THE ANIMAL'S ARRIVAL

- A. Any teacher who plans to have live animals in the classroom must first do the following:
1. Obtain prior permission from the principal or site administrator.
 2. Provide advanced notification to parents of affected students and other staff members. (*Note:* If a number of teachers in a building plan to utilize animals in the classroom, notification may be accomplished by means of a general notice, e.g. as part of a back-to-school building newsletter. The notification may list activities that may occur from time to time throughout the year, such as an outside speaker who brings in an animal or a student who brings in a family pet for "show and tell".)
 3. Notify the principal of any accommodation(s) requested to respond to expressed health or other concerns relating to a particular student or staff member, and work with the building principal and the parent/guardian or staff member to reach an acceptable accommodation.
 4. Prescribe and carefully instruct pupils regarding applicable health and safety precautions.
 5. Make provisions for the housing and care of the animal.
- B. Animals used for therapy or to aid individuals with disabilities must be appropriately trained and certified.
- C. Dogs must be vaccinated against rabies and distemper-parvo.

II. HOUSING AND CARE OF ANIMALS

- A. Students shall not be allowed to touch animals in the classroom without specific permission and direction of the teacher.

- B. Animals should not be handled excessively, and are not to be subjected to any harmful, painful, or frightening experiences.
- C. Thorough hand washing is required after handling animals, particularly those that carry salmonella such as turtles, ~~baby~~ ducklings, and ~~baby~~ chicks.
- D. Owners of animals are responsible for feeding, watering, and cage cleaning. These functions may be delegated to a specified person who accepts responsibility. Cleaning and disposal of cage contents shall be done frequently and with gloves.

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III. ANIMALS NOT ALLOWED IN SCHOOLS AND CLASSROOMS

The animals listed in Sections A-E below are not allowed in schools or classrooms. An employee who discovers such an animal in the school or classroom shall take steps to remove the animal, including notification of the building administrator and/or custodian, as deemed necessary.

- A. Stray animals
- B. Aggressive animals
- C. Poisonous animals including certain spiders, snakes, and venomous insects.
- D. Cats, due to the frequency of allergic reactions.
- E. If presence of an animal causes a verified health concern for which a satisfactory accommodation cannot be reached, the animal will not be allowed to remain in the school or classroom. An exception may be made if the animal serves as an aid to a student or employee with disabilities.

IV. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

- A. Students with a disability seeking to be accompanied by a service animal are requested to inform the building principal of the school the student attends. The principal will notify the executive director of special programs to address such requests. School district employees seeking to be accompanied by a service animal are requested to notify the superintendent or the administrator designated with responsibility to address such requests.
- B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.

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- C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

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V. SERVICE ANIMAL CONSIDERATIONS

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The District's consideration of a request for the use of a service animal may require documentation, including, but not limited to:

- A. Certification of proper vaccinations by a veterinarian
B. Proof the handler for the service animal is properly trained
C. Copy of adequate liability insurance

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The District's review of a request for the use of a service animal may include consideration by a student's special education team and/or Section 504 team. The Executive Director of Special Programs may require a meeting with and/or additional information from the staff member or parent requesting the use of a service animal, including, but not limited to, documentation/consultation from the staff member's or student's health care provider.

Approval of the use of a service animal on District property is subject to periodic review, revision or revocation by Administration.

VI. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

- A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:

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1. Any of the requirements described in Policy 614 are not met.

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2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;

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3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or

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4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.

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- B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

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VII. ALLERGIES; FEAR OF ANIMALS

1
2 If a student or employee notifies the school district that they are allergic to a service
3 animal, the school district will balance the rights of the individuals involved. In general,
4 allergies that are not life threatening are not a valid reason for prohibiting the presence
5 of a service animal. Fear of animals is generally not a valid reason for prohibiting the
6 presence of a service animal.

7
8 **VIII. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED**
9 **EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS**

10
11 If a special education student or a student with a Section 504 plan seeks to bring an
12 animal onto school property that is not a service animal, the request shall be referred to
13 the student's IEP team or Section 504 team, as appropriate, to determine whether the
14 animal is necessary for the student to receive a free appropriate public education
15 (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the
16 student's access to the school district's programs and activities.

17
18 **IX. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES**

19
20 If an employee seeks to bring an animal onto school property that is not a service
21 animal, the request shall be referred to the superintendent or the administrator
22 designated to handle such requests. A school district employee who is a qualified
23 individual with a disability will be allowed to bring such animal onto school property
24 when it is determined that such use is required to enable the employee to perform the
25 essential functions of their position or to enjoy the benefits of employment in a manner
26 comparable to those similarly situated non-disabled employees.

27
28
29 Dated: 11-15-99
30 Reviewed: 8-12-13
31 Revised: 7-21-03; 8-2-21

Adopted: _____

MSBA/MASA Model Policy 535
Orig. 2019

Revised: _____

535 SERVICE ANIMALS IN SCHOOLS

I. PURPOSE

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

II. GENERAL STATEMENT OF POLICY

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

III. DEFINITIONS

A. Service Animal

A “service animal” is a dog (regardless of breed or size) or miniature horse that is individually trained to perform “work or tasks” for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual’s disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

B. Handler

A “handler” is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, “handler” means the person who cares for and supervises the animal on that individual’s behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

C. Work or Tasks

1. “Work or tasks” are those functions performed by a service animal.
2. Examples of “work or tasks” include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other

tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

D. Trainer

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

- A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school-sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.
- B. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:
 1. Is the service animal required because of a disability; and
 2. What work or tasks is the service animal trained to perform.
- C. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.
- D. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

- A. The service animal must be required for the individual with a disability.
- B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.
- C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).
- D. The service animal must be housebroken.
- E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.
- F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.
- G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.
- H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

- A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the superintendent or the administrator designated with responsibility to address such requests. School district employees seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.
- B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because

of a disability and to describe the work or tasks that the service animal is trained to perform.

- C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

- A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:
 - 1. Any of the requirements described in Part V., above, are not met.
 - 2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
 - 3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or
 - 4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.
- B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

- A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- B. Whether the handler has sufficient control of the miniature horse;
- C. Whether the miniature horse is housebroken; and
- D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

IX. ALLERGIES; FEAR OF ANIMALS

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general,

allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

XII. LIABILITY

- A. The owner of the service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.
- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

Legal References: Section 504 of the Rehabilitation Act of 1973
28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136 (ADA Regulations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
Minn. Stat. § 256C.02 (Public Accommodations for Persons with Disabilities)
Minn. Stat. § 363A.19 (Discrimination Against Blind, Deaf, or Other Persons with Physical or Sensory Disabilities Prohibited)
Minn. Stat. § 609.226 (Harm Caused by Dog)
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

Cross References: MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

APPROVAL REQUEST FORM FOR USE OF A SERVICE ANIMAL

Please turn in your request to the [Superintendent] OR [Director of Student Services] (Students)
or the [Superintendent] OR [Director of Human Resources] (Employees)

Student/Employee Name: _____ Date: _____

Parent or authorized representative name(s) and contact information (*please include email, phone number, and address*): _____

Building: _____

Type of service animal: _____

Name of service animal: _____ Name of handler: _____

Is the service animal required because of a disability: _____

What work or tasks is the service animal trained to perform: _____

Checklist for Completion of Form

Attached is documentation that the service animal is:

____ Properly licensed

____ Properly and currently vaccinated

I have read and understand the School District's policy regarding service animals and will abide by the terms of the policy.

I understand that if my service animal: is out of control and/or the animal's handler does not effectively control the animal's behavior; is not housebroken or the animal's presence or behavior fundamentally interferes in the functions of the School District; or behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a direct threat to the health and safety of others that cannot be eliminated by reasonable modifications, the School District has the discretion to exclude or remove my service animal from its property.

I agree to be responsible for any and all damage to School District property, personal property, and any injuries to individuals caused by my service animal. I agree to indemnify, defend, and hold harmless the School District, its school board members, administrators, employees, and agents, from and against any and all claims, actions, suits, judgments, and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my service animal.

Superintendent/Administrator Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Employee Signature: _____ Date: _____

Note: This Registration/Agreement is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different service animal will be used.

OLD BUSINESS – FOR ACTION

Agenda Item V.B.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 2, 2021

Subject: School Sponsored Student Publications

(Recommended by the Superintendent)

Passage upon a third read of Policy 616: School Sponsored Student Publications. Minor revisions have been made.

Attachments:

Policy 616: School Sponsored Student Publications

MSBA Model Policy 512: School-Sponsored Student Publications and Activities

RICHFIELD PUBLIC SCHOOLS

SCHOOL SPONSORED STUDENT PUBLICATIONS

I. PURPOSE

The purpose of this policy is to protect students' rights to free speech in production of official school publications while at the same time balancing the school district's role in supervising student publications and the operation of public schools.

II. GENERAL STATEMENT OF POLICY

- A. Expression and representations made by students in school publications is not an expression of official school district policy. Official school publications are free from prior restraint by officials except as provided by law. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- B. Students who believe their right to free expression has been unreasonably restricted in an official student publication may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
 - 1. Students producing official school publications shall be under the supervision of a faculty advisor and the school principal. Official publications shall be subject to the guidelines set forth below.
 - 2. Official school publications may be distributed at reasonable times and locations.

III. DEFINITIONS

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, or posting or displaying material in hard copy or electronically on a web-site.
- B. "Official school publications" means school newspapers, yearbooks, web—pages or other digital media, and material produced in communication, journalism or other classes as a part of the curriculum.
- C. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- D. "Minor" means any person under the age of eighteen (18).
- E. "Substantial disruption" of a normal school activity means:
1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption, which interferes with or impedes the implementation of that program.
 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.
- In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.
- F. "School activities" means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, music concerts, school plays, and in-school lunch periods.
- G. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

IV. GUIDELINES

A. Expression in an official school publication is prohibited when the material ~~is~~:

- (1) ~~is~~ obscene to minors
- (2) ~~is~~ libelous or slanderous
- (3) advertises or promotes any product or service not permitted for minors by law
- (4) encourages students to commit illegal acts or violate school regulations or substantially disrupts the orderly operation of school or school activities.
- (5) expresses or advocates sexual, racial or religious harassment or violence or prejudice
- (6) ~~is~~ distributed or displayed in violation of time, place and manner regulations

B. Time, Place and Manner of Distribution

Students shall be permitted to distribute written materials at school as follows:

(1) Time

Distribution shall be limited to the hours before the school day begins, during ~~the~~ lunch hour, ~~and~~ after school is dismissed ~~and~~ at other times with administrative approval.

(2) Place

Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

(3) Manner

No one shall induce or coerce a student or staff member to accept a student publication.

- Legal References:** U.S. Constitution, First Amendment
Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988)
Bystrom v. Fridley High School, I.D.S. No. 14, 822 F.2d 747 (8th Cir. 1987)
- Cross References:** Board Policy 107 – Electronic Communications and Administrative Guidelines 107.1 – Electronic Use and Communications
Policy 541 - Student Behavior
Administrative Guidelines 541 - Student Behavior
Policy 561 - Distribution of Non-Curricular Literature to Students
Policy 563 - Advertising in the Schools

~~ADOPTED-RATIFIED~~ BY THE BOARD OF EDUCATION: June 15, 1998

REVIEWED BY THE BOARD OF EDUCATION: August 1, 2005

REVISED BY THE BOARD OF EDUCATION: January 6, 2003; August 2, 2021

REAFFIRMED BY THE BOARD OF EDUCATION: August 12, 2013

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Adopted: _____

MSBA/MASA Model Policy 512

Orig. 1995

Revised: _____

Rev. 2002

512 SCHOOL-SPONSORED STUDENT PUBLICATIONS AND ACTIVITIES

I. PURPOSE

The purpose of this policy is to protect students' rights to free speech in production of official school publications and activities while at the same time balancing the school district's role in supervising student publications and the operation of public schools.

II. GENERAL STATEMENT OF POLICY

[Note: A school district generally will wish to reserve a forum it sponsors for its intended purpose in light of the special characteristics of the school environment. By doing so, the school district will have more authority/editorial control over student expression in such a forum. Sponsorship alone may not be enough, however. If the exercise of control is challenged, courts will examine factors such as whether the school district's purpose in creating the forum was educational, whether school officials supervised the publication or activity and exercised editorial control over the contents, whether the materials were produced as part of the curriculum, and whether students received grades and academic credit for the publication or activity. If a forum is reserved, regulation of student expression as in Section IV.B. of this policy will be permissible. If a forum is not reserved, but rather is opened for public communication by tradition or designation, then only the limited regulation of speech as described in Section IV.A. of this policy will be permissible.]

- A. The school district may exercise editorial control over the style and content of student expression in school-sponsored publications and activities.
- B. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official school district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- C. Students who believe their right to free expression has been unreasonably restricted in an official student publication or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
 - 1. Students producing official school publications and activities shall be under the supervision of a faculty advisor and the school principal. Official publications and activities shall be subject to the guidelines set forth below.

2. Official school publications may be distributed at reasonable times and locations.

III. DEFINITIONS

- A. “Distribution” means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying material, or placing materials in internal staff or student mailboxes.
- B. “Official school publications” means school newspapers, yearbooks, or material produced in communications, journalism, or other writing classes as a part of the curriculum.
- C. “Obscene to minors” means:
 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- D. “Minor” means any person under the age of eighteen (18).
- E. “Material and substantial disruption” of a normal school activity means:
 1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, “material and substantial disruption” is defined as any disruption which interferes with or impedes the implementation of that program.
 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) “material and substantial disruption” is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience

in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- F. “School activities” means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- G. “Libelous” is a false and unprivileged statement about a specific individual that tends to harm the individual’s reputation or to lower that individual in the esteem of the community.

IV. GUIDELINES

- A. Expression in an official school publication or school-sponsored activity is prohibited when the material:
 - 1. is obscene to minors;
 - 2. is libelous or slanderous;
 - 3. advertises or promotes any product or service not permitted for minors by law;
 - 4. encourages students to commit illegal acts or violate school regulations or substantially disrupts the orderly operation of school or school activities;
 - 5. expresses or advocates sexual, racial, or religious harassment or violence or prejudice;
 - 6. is distributed or displayed in violation of time, place, and manner regulations.
- B. Expression in an official school publication or school-sponsored activity is subject to editorial control by the school district over the style and content so long as the school district’s actions are reasonably related to legitimate pedagogical concerns. These may include, but are not limited to, the following:
 - 1. assuring that participants learn whatever lessons the activity is designed to teach;
 - 2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;
 - 3. assuring that the views of the individual speaker are not erroneously attributed to the school;

4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;
6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.

C. Time, Place, and Manner of Distribution

Students shall be permitted to distribute written materials at school as follows:

1. Time

Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.

2. Place

Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways, and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

3. Manner

No one shall induce or coerce a student or staff member to accept a student publication.

Legal References: U. S. Const., amend. I
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
Bystrom v. Fridley High School, I.S.D. No. 14, 822 F. 2d 747 (8th Cir. 1987)
Morse v. Frederick, 551 U.S. 393, 127 S.Ct. 2618, 168 L.Ed.2d 290 (2007)

Cross References: MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

NEW BUSINESS – FOR REVIEW

Agenda Item VI.A.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 2, 2021

Subject: Community Education

(Recommended by the Superintendent)

A first read of Policy 901: Community Education. This policy will be combined with Policy 676: Adult Education to create one revised policy.

Attachments:

Policy 901: Community Education

Policy 676: Adult Education

MSBA Model Policy 901: Community Education

RICHFIELD PUBLIC SCHOOLS

COMMUNITY EDUCATION

I. PURPOSE

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

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

II. GENERAL STATEMENT OF POLICY

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

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

III. COMMUNITY EDUCATION ADVISORY COUNCIL

- A. The council shall assist in promoting the goals and objectives of the program.

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

22 Legal References: Minn. Stat. §124D.19 (Community Education Programs;
23 Advisory Council)
24
25 Minn. Stat. §123B.51 (Schoolhouses and Sites; Access for
26 noncurricular Purposes)
27
28 Minn. Stat. §124D.20 (Community Education Revenue)
29
30
31

32 ADOPTED BY THE BOARD OF EDUCATION: December 8, 1998
33

34 REVIEWED BY THE BOARD OF EDUCATION: July 17, 2017
35

36 REVISED BY THE BOARD OF EDUCATION: July 11, 2005, August 8, 2017

RICHFIELD PUBLIC SCHOOLS

ADULT EDUCATION

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

1. Adult basic education - to include English as a Second Language, G.E.D. preparation, skill development, and high school diploma programs
2. Early childhood family education parenting programs
3. General enrichment community education courses
4. Off campus college credit courses
5. Auditing of regular senior high classes

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

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

ADOPTED BY THE BOARD OF EDUCATION: April 2, 1978

AMENDED BY THE BOARD OF EDUCATION: July 21, 1986; January 7, 1991; September 15, 2003

REAFFIRMED BY THE BOARD OF EDUCATION: December 8, 1998, August 12, 2013

Adopted: _____

MSBA/MASA Model Policy 901

Orig. 1995

Revised: _____

Rev. 1999

901 COMMUNITY EDUCATION

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

III. COMMUNITY EDUCATION ADVISORY COUNCIL

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

and appropriate.

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

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

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

NEW BUSINESS – FOR REVIEW

Agenda Item VI.B.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 2, 2021

Subject: Student Transportation Services

(Recommended by the Superintendent)

A first read of Policy 742: Student Transportation Services. This policy has been updated to reflect a widening of the eligibility for students to receive transportation. Due to the time-sensitive nature of communicating bus changes to families, the board is recommended to pass the policy in two reads.

Attachments:

Policy 742 – Student Transportation Services - redlined

RICHFIELD PUBLIC SCHOOLS
STUDENT TRANSPORTATION SERVICES

I. PURPOSE

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school district to provide for the transportation of students in a manner which will protect their health, welfare and safety.
- B. The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

III. DEFINITIONS

- A. "Student with a disability" includes every child who has a hearing impairment, visual disability, speech or language impairment, physical handicap, other health impairment, mental handicap, emotional/behavioral disorder, specific learning disability, autism, traumatic brain injury, multiple disabilities, or deaf/blind disability and needs special instruction and services, as determined by the standards of the Department of Education. In addition, every child under age three, and at the school district's discretion from age three to seven, who needs special instruction and services, as determined by the standards of the Department of Education, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. (Minn. Stat. § 125A.02)
- B. "Home" is the legal residence of the child. In the discretion of the school district, "home" also may be defined as a licensed day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student's parent or guardian as the home of a student for part or all of the day, if requested by the student's parent or guardian, or an afterschool program for children operated by a political subdivision of the state if the facility, program, or residence is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district. (Minn. Stat. § 123B.92, Subd. 1(b)(1); Minn. Stat. § 127A.47, Subd. 2)

- 1
2 C. "Homeless student" means a student, including a migratory
3 student, who lacks a fixed, regular, and adequate nighttime
4 residence and includes: students who are sharing the housing of
5 other persons due to loss of housing, economic hardship, or a
6 similar reason; are living in motels, hotels, trailer parks, or camping
7 grounds due to the lack of alternative adequate accommodations;
8 are living in emergency or transitional shelters; are abandoned in
9 hospitals; are awaiting foster care placement; have a primary
10 nighttime residence that is a public or private place not designed
11 for or ordinarily used as a regular sleeping accommodation for
12 human beings; are living in cars, parks, public spaces, abandoned
13 buildings, substandard housing, bus or train stations, or similar
14 settings, and migratory children who qualify as homeless because
15 they are living in any of the preceding listed circumstance. (42
16 U.S.C. § 11434a)
17
18 D. "Nonpublic school" means any school, church, or religious
19 organization, or home school wherein a resident of Minnesota may
20 legally fulfill the compulsory instruction requirements of Minn. Stat.
21 §120A.22, which is located within the state, and which meets the
22 requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §
23 2000a). (Minn. Stat. §123B.41, Subd. 9)
24
25 E. "Nonresident student" is a student who attends school in the school
26 district and resides in another district, defined as the "nonresident
27 district." In those instances when the divorced or legally separated
28 parents or parents residing separately share joint physical custody
29 of a student and the parents reside in different school districts, the
30 student shall be a resident of the school district designated by the
31 student's parents. When parental rights have been terminated by
32 court order, the legal residence of a student placed in a residential
33 or foster facility for care and treatment is the district in which the
34 student resides. (Minn. Stat. § 123B.88, Subd. 6; Minn. Stat. §
35 125A.51; Minn. Stat. § 127A.47, Subd. 3)
36
37 F. "Pupil support services" are health, counseling and guidance
38 services provided by the public school in the same district where
39 the nonpublic school is located. (Minn. Stat. § 123B.41, Subd. 4)
40
41 G. "School of origin," for purposes of determining the residence of a
42 homeless student, is the school that the student attended when
43 permanently housed or the school in which the student was last
44 enrolled. (42 U.S.C. § 11432(g)(3)(G))
45
46 H. "Shared time basis" is a program where students attend public
47 school for part of the regular school day and who otherwise fulfill
48 the requirements of Minn. Stat. § 120A.22 by attendance at a
49 nonpublic school. (Minn. Stat. § 126C.01, Subd. 8)
50

- I. "Student" means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota. (Minn. Stat. § 123B.41, Subd. 11)

IV. ELIGIBILITY

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside two miles or more from the school.

1. Transportation will be provided within the designated attendance areas for each school:

a. The attendance area for Richfield STEM School, Richfield Dual Language School, Richfield Middle School and Richfield High School is the entire school district.

b. The Centennial Elementary School attendance area extends from the east side of Nicollet Avenue to the eastern border of the district, and the Sheridan Hills Elementary attendance area extends from the west side of Nicollet Avenue to the western border of the district. Provided, however, that the area east of Nicollet Avenue, south of 77th Street and north of Highway 494 will be designated as a flexible attendance area based on enrollment, demographics and other factors as determined by administration.

2. Transportation services will not be provided to students whose transportation privileges have been revoked or have been voluntarily surrendered by the student's parent or guardian. (Minn.Stat. § 123B.88, Subd. 1)

- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.

1. The school district shall be responsible for transporting to and from school resident public and nonpublic elementary school students (grades 1-5) residing one mile or more from school and resident students (grades 6-12) residing two miles or more from school.

2. The Superintendent shall be responsible for identifying hazardous walking boundaries for students. Kindergarten resident students residing 1/4 mile or more from school shall

receive transportation. Students residing in walking areas located outside the hazardous boundaries listed below shall also be transported.

CENTENNIAL ELEMENTARY SCHOOL

12th Avenue

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Diagonal Blvd.

76th Street

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SHERIDAN HILLS ELEMENTARY SCHOOL

Penn & Xerxes Avenues

Highway 62

66th Street

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R-STEM & RDLS

66th Street

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73rd Street to Diagonal Blvd.

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Bloomington Avenue

Portland Avenue

Richfield Middle School

Nicollet Avenue

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- C. At the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. This includes part-time secondary students, early childhood family education participants and area learning center students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payer, with the exception of early childhood family education participants and area-learning center students if the provision of such transportation services can be provided without an increase in the school district's expenditures. (Minn. Stat. § 123B.88, Subd. 10, 11, 12, and 13)

V. TRANSPORTATION OF NONRESIDENT STUDENTS

- A. If requested by the parent of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same level of service that is provided to resident students. The school district may provide transportation to a nonresident student outside its borders only after written notice to the resident district. (Minn. Stat. § 124D.04, Subd. 7; Minn. Stat. § 123B.92, Subd. 3; Minn. Stat. § 123B.88, Subd. 6)
- B. If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the

student's resident district of its decision, in writing, prior to providing transportation. (Minn. Stat. § 123B.88, Subd. 6)

- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school district. (Minn. Stat. § 127A.47, Subd. 3(b))

VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS

- A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. (Minn. Stat. § 124D.03, Subd. 8)
- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district. (Minn. Stat. § 123B.88, Subds. 1 and 4)
- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion. (Minn. Stat. § 124D.041)

VII. SPECIAL EDUCATION STUDENTS/STUDENTS WITH DISABILITIES/STUDENTS WITH TEMPORARY DISABILITIES

- A. Upon a request of a parent or guardian, a resident student with a disability who is not yet enrolled in kindergarten, who requires special education services in a location other than the student's home, shall be provided transportation consistent with Minn. Stat. §

123B.92, Subd. 1(b)(4) . Special instruction and services for a child with a disability not yet enrolled in kindergarten include an individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs. (Minn. Stat. § 123B.88, Subd. 1)

- B. Resident students with disabilities whose handicapped conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district. The school district shall determine the type of vehicle used to transport students with disabilities on the basis of the handicapping condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district. (Minn. Rules Part 7470.1600)
- C. Resident students with disabilities who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district. (Minn. Stat. § 125A.65)
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary. (Minn. Stat. § 125A.12)
- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during

regular operating hours. (Minn. Stat. § 125A.15(b); Minn. Stat. § 125A.51(d))

- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation. (Minn. Stat. § 125A.15(c) and (d); Minn. Stat. § 125A.51(e))
- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)
- H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)

VIII. HOMELESS STUDENTS

- A. Homeless students shall be provided with transportation services comparable to other students in the school district. (42 U.S.C. § 11432(e)(3)(C)(i)(III)(cc) and (g)(4)(A))
- B. Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:
1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district. (42 U.S.C. § 11432(g)(1)(J)(iii)(I))
 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter

living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation. (Minn. Stat. § 125A.51(f); 42 U.S.C. § 11432(g)(1)(J)(iii)(II))

3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is located. (Minn. Stat. § 125A.51(f))

4. A homeless nonresident student enrolled under Minn. Stat. § 124D.08, Subd. 2a, must be provided transportation from the student's district of residence to and from the school of enrollment. (Minn. Stat. § 123B.92, Subd. 3(c)).

IX. AVAILABILITY OF SERVICES

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days. (Minn. Stat. § 123B.88, Subd. 21)

X. MANNER OF TRANSPORTATION

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the School Board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means. (Minn. Stat. § 123B.88, Subd. 1)

XI. RESTRICTIONS

Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the

school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 U.S.C. § 1415 (Individuals with Disabilities Act), 29 U.S.C. § 794 (the Rehabilitation Act), and 42 U.S.C. § 12132, (Americans with Disabilities Act) are governed by these provisions. (Minn. Stat. § 121A.59)

XII. FEES

- A. At its discretion, the school district may charge fees for transportation of students to and from extra curricular activities conducted at locations other than school, where attendance is optional. (Minn. Stat. § 123B.36, Subd. 1(10). This is present in the district's offering of Co-curricular And Athletic Transportation (Policy #744) and in Field Trip Fees And Transportation (Policy #653).
- B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. (Minn. Stat. § 123B.36, Subd. 1(11). This is present in the district's offering of Pay-To-Ride Service (Policy #743). The school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in Minn. Stat. § 190.05.
- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee (Minn. Stat. § 123B.36, Subd. 1(13).
- D. Where, in its discretion, the school district provides transportation to and from an instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs. (Minn. Stat. § 123B.36, Subd. 3)

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not
a
Right)

Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.41 (Educational Aids for Nonpublic
School Children; Definitions)
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.88 (Independent School Districts,
Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.04 (Enrollment Options Programs in
Border States)
Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in
Nonresident District)
Minn. Stat. Ch. 125A (Children With a Disability)
Minn. Stat. § 125A.02 (Children With a Disability, Defined)
Minn. Stat. § 125A.12 (Attendance in Another District)
Minn. Stat. § 125A.15 (Placement in Another District;
Responsibility)
Minn. Stat. § 125A.51 (Placement of Children Without
Disabilities; Education and Transportation)
Minn. Stat. § 125A.515 (Placement of Students; Approval of
Education Program)
Minn. Stat. § 125A.65 (Attendance at Academies for the
Deaf and Blind)
Minn. Stat. § 126C.01 (General Education Revenue -
Definitions)
Minn. Stat. § 127A.47 (Payments to Resident and
Nonresident Districts)
Minn. Rules Part 7470.1600 (Transporting Pupils with
Disability)
20 U.S.C. § 1415 (Individuals with Disabilities Education
Improvement Act of 2004)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 2000d (Prohibition Against Exclusion from
Participation in, Denial of Benefits of, and
Discrimination under Federally Assisted Programs on
Ground of Race, Color, or National Origin)
42 U.S.C. § 11431, *et seq.* (McKinney-Vento Homeless
Assistance Act of 2001)
42 U.S.C. § 12132 (Americans With Disabilities Act)

Cross References: Board Policy 653 (Field Trips)
Board Policy 541 (Student Behavior)
Board Policy 744 (Co-curricular and Athletic
Transportation)
Board Policy 743 (Pay-To-Ride Service)

1
2 ADOPTED BY THE BOARD OF EDUCATION: December 21, 1992
3
4 REVISED BY THE BOARD OF EDUCATION: November 7, 1994; May 15,
5 2006, April 21, 2008; August
6 17, 2020
7
8 REAFFIRMED BY THE BOARD OF EDUCATION: February 1, 1999

NEW BUSINESS – FOR REVIEW

Agenda Item VI.C.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 2, 2021

Subject: Investments

(Recommended by the Superintendent)

A first read of Policy 702: Investments and Administrative Guideline 702.1. This policy was recently revised in March and has minimal new changes. Therefore, the board is recommended to pass this policy in two reads.

Attachments:

Policy 702: Investments – redlined
Administrative Guideline 702.1 - redlined

RICHFIELD PUBLIC SCHOOLS

POLICY ON INVESTMENTS

I. PURPOSE

The purpose of this policy is to establish guidelines for the investment of school district funds.

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to comply with all state laws relating to investments and to guarantee that investments meet certain primary criteria.

III. SCOPE

This policy applies to all investments of the surplus funds of the school district regardless of the fund accounts in which they are maintained, unless certain investments are specifically exempted by the school board through formal action.

IV. AUTHORITY; OBJECTIVES

A. The funds of the school district shall be deposited or invested in accordance with this policy, Minn. Stat. Chapter 118A and any other applicable law or written administrative procedures.

B. The primary criteria for the investment of the funds of the school district, in priority order, are as follows:

1. **SAFETY AND SECURITY** - Safety of principal is the first priority. The investments of the school district shall be undertaken in a manner that seeks to ensure the preservation of the capital in the overall investment portfolio.
2. **LIQUIDITY** - The funds shall be invested to assure that funds are available to meet immediate payment requirements, including payroll, accounts payable and debt service.
3. **RETURN AND YIELD** - The investments shall be managed in a manner to attain a market rate of return through various economic and budgetary cycles, while preserving and protecting the capital in the investment portfolio and taking into account constraints on risk and cash flow requirements.

V. DELEGATION OF AUTHORITY

- A. The Director of Finance of the school district is designated as the investment officer of the school district and is responsible for investment decisions and activities under the direction of the school board. The investment officer shall operate the school district's investment program consistent with this policy. The investment officer may delegate certain duties to a designee or designees, but shall remain responsible for the operation of the program.
- B. All officials and employees that are a part of the investment process shall act professionally and responsibly as custodians of the public trust, and shall refrain from personal business activity that could conflict with the investment program or which could reasonably cause others to question the process and integrity of the investment program. The investment officer shall avoid any transaction that could impair public confidence in the school district.

VI. STANDARD OF CONDUCT

The standard of conduct regarding school district investments to be applied by the investment officer shall be the "prudent person standard." Under this standard, the investment officer shall exercise that degree of judgment and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence would exercise in the management of their own affairs, investing not for speculation and considering the probable safety of their capital as well as the probable investment return to be derived from their assets. The prudent person standard shall be applied in the context of managing the overall investment portfolio of the school district. The investment officer, acting in accordance with this policy and exercising due diligence, judgment and care commensurate with the risk, shall not be held personally responsible for a specific security's performance or for market price changes. Deviations from expectations shall be reported in a timely manner and appropriate actions shall be taken to control adverse developments.

VII. MONITORING AND ADJUSTING INVESTMENTS

The investment officer shall routinely monitor existing investments and the contents of the school district's investment portfolio, the available markets and the relative value of competing investment instruments.

VIII. INTERNAL CONTROLS

The investment officer shall establish a system of internal controls which shall be documented in the Administrative Guideline. The internal controls shall be reviewed by the school board and shall be annually reviewed for

1 compliance by the school district's independent auditors. The internal
2 controls shall be designed to prevent and control losses of public funds due
3 to fraud, error, misrepresentation, unanticipated market changes or
4 imprudent actions by officers, employees or others. The internal controls
5 may include, but shall not be limited to, provisions relating to controlling
6 collusion, separating functions, separating transaction authority from
7 accounting and record keeping, custodial safekeeping, avoiding bearer
8 form securities, clearly delegating authority to applicable staff members,
9 limiting securities losses and remedial actions, confirming telephone
10 transactions, supervising and controlling employee actions, minimizing the
11 number of authorized investment officials, and documenting transactions
12 and strategies.

13
14 **IX. PERMISSIBLE INVESTMENT INSTRUMENTS**

15
16 The school district may invest its available funds in those instruments
17 specified in Minn. Stat. 118A.04 and 118A.05, as these sections may be
18 amended from time to time, or any other law governing the investment of
19 school district funds. The assets of an other postemployment benefits
20 (OPEB) trust or trust account established pursuant to Minn. Stat. 471.6175
21 to pay postemployment benefits to employees or officers after their
22 termination of service, with a trust administrator other than the Public
23 Employees Retirement Association, may be invested in instruments
24 authorized under Minn. Stat. Ch. 118A or § 356A.06, Subd. 7. Investment
25 of funds in an OPEB trust account under Minn. Stat. § 356A.06, Subd. 7, as
26 well as the overall asset allocation strategy for OPEB investments, shall be
27 governed by an OPEB Investment Policy Statement (IPS) developed
28 between the investment officer, as designed herein, and the trust
29 administrator.
30

31 **X. PORTFOLIO DIVERSIFICATION; MATURITIES**

32
33 A. Limitations on instruments, diversification and maturity scheduling
34 shall depend on whether the funds being invested are considered
35 short-term or long-term funds. All funds shall normally be considered
36 short-term except those reserved for building construction projects
37 or specific future projects, OPEB Funds, and any unreserved funds
38 used to provide financial-related managerial flexibility for future fiscal
39 years.
40

41 B. The school district shall diversity its investments to avoid incurring
42 unreasonable risks inherent in over-investing in specific instruments,
43 individual financial institutions or maturities.
44

- 45 1. The following list specifies the maximum percentage of the
46 school district's investment portfolio that may be invested in a
47 single type of investment instrument.

For example, a maximum of 100% of the portfolio could be invested in U.S. Treasury Obligations; a maximum of 25% of the portfolio could be invested in Repurchase Agreements.

- a. U. S. Treasury Obligations (Bills, notes and bonds) – 100%.
- b. U.S. Government Agency Securities and Instrumentalities of Government Sponsored Corporations – 100%.
- c. Bankers' Acceptances (BAs) – 25%.
- d. Commercial Paper – Prime Double Rated (CP) – ~~85~~10%.
- e. Repurchase Agreements (Repos) – 25%.
- f. Certificates of Deposit (CDs) Commercial Banks (Government Collateral above current F.D.I.C. insurance level) – 85%.
- g. Certificates of Deposit (CDs) Savings and Loan Associations (not to exceed current F.~~S.L.D.~~I.C. insurance level) – 85%.
- h. Local Government Investment Pool – ~~75~~100%.
- i. Money Market Funds – 100%.

2. The-Excluding types of investment instruments allowed at 100%, the school district shall diversify its investments by using several financial institutions so that no more than 66 percent of the total portfolio is with any one financial institution when the total portfolio exceeds \$1,000,000. When the total portfolio is \$1,000,000 or less, diversification may not be necessary or possible.

3. Investment maturities shall be scheduled to coincide with projected school district cash flow needs, taking into account large routine or scheduled expenditures, as well as receipt dates of anticipated revenues. Maturities for short-term and long-term investments shall be timed according to anticipated need. Within these parameters, portfolio maturities shall be staggered to avoid undue concentration of assets and a specific maturity sector. The maturities selected shall provide for stability of income and reasonable liquidity.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

Before the school district invests any surplus funds in a specific investment instrument, a competitive bid or quotation process shall be utilized. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, quotations or bids shall be requested for instruments which meet the maturity requirement. Quotations or bids shall be requested for various options with regard to term and instrument. The school district will accept the quotation or bid which provides the

highest rate of return within the maturity required and within the limits of this policy. Generally all quotations or bids will be computed on a consistent basis, i.e., a 360-day or a 365-day yield. Records will be kept of the quotations or bids received, the quotations or bids accepted and a brief explanation of the decision that was made regarding the investment. If the school district contracts with an investment advisor, bids are not required in those circumstances specified in the contract with the advisor.

XII. QUALIFIED INSTITUTIONS AND BROKER-DEALERS

- A. The school district shall maintain a list of the financial institutions that are approved for investment purposes.
- B. Prior to completing an initial transaction with a broker, the school district shall provide to the broker a written statement of investment restrictions which shall include a provision that all future investments are to be made in accordance with Minnesota Statutes governing the investment of public funds. The broker must annually acknowledge receipt of the statement of investment restrictions and agree to handle the school district's account in accordance with these restrictions. The school district may not enter into a transaction with a broker until the broker has provided this annual written agreement to the school district. The notification form to be used shall be that prepared by the State Auditor. A copy of this investment policy, including any amendments thereto, shall be provided to each such broker.

XIII. SAFEKEEPING AND COLLATERALIZATION

- A. All investment securities purchased by the school district shall be held in third-party safekeeping by an institution designated as custodial agent. The custodial agent may be any federal reserve bank, and bank authorized under the laws of the United States or any state to exercise corporate trust powers, a primary reporting dealer in United States Government securities to the Federal Reserve Bank of New York, or a securities broker-dealer defined in Minn. Stat. 118A.06. The institution or dealer shall issue a safekeeping receipt to the school district listing the specific instrument, the name of the issuer, the name in which the security is held, the rate, the maturity, serial numbers and other distinguishing marks, and other pertinent information.
- B. Deposit-type securities shall be collateralized as required by Minn. Stat. 118A.03 for any amount exceeding FDIC, SAIF, BIF, FCUA, or other federal deposit coverage.

- 1 C. Repurchase agreements shall be secured by the physical delivery or
2 transfer against payment of the collateral securities to a third party
3 or custodial agent for safekeeping. The school district may accept a
4 safekeeping receipt instead of requiring physical delivery or third-
5 party safekeeping of collateral on overnight repurchase agreements
6 of less than \$1,000,000.
7

8 **XIV. REPORTING REQUIREMENTS**
9

- 10 A. The ~~investment officer shall generate monthly transaction reports for~~
11 ~~management purposes. In addition, the~~ school board shall be
12 provided, ~~at least quarterly, a monthly~~ report ~~that shall include data~~
13 on investment instruments being held as well as any narrative
14 necessary for clarification.
15
16 B. If necessary, the investment officer shall establish systems and
17 procedures to comply with applicable federal laws and regulations
18 governing the investment of bond proceeds and funds in a debt
19 service account for a bond issue. The record keeping system shall
20 be reviewed annually by the independent auditor or by another party
21 contracted or designated to review investments for arbitrage rebate
22 or penalty calculation purposes.
23

24 **XV. DEPOSITORIES**
25

26 The school board shall annually designate one or more official depositories
27 for school district funds. The treasurer or the chief financial officer of the
28 school district may also exercise the power of the school board to designate
29 a depository. The school board shall be provided notice of any such
30 designation by its next regular meeting. The school district and the
31 depository shall each comply with the provisions of Minn. Stat. 118A.03 and
32 any other applicable law, including any provisions relating to designation of
33 a depository, qualifying institutions, depository bonds, and approval,
34 deposit, assignment, substitution, addition and withdrawal of collateral.
35

36 **XVI. ELECTRONIC FUNDS TRANSFER OF FUNDS FOR INVESTMENT**
37

38 The school district may make electronic fund transfers for investments of
39 excess funds upon compliance with Minn. Stat. 471.38.
40
41

42 **Legal References:**
43

44 Minn. Stat. 118A.01 (Public Funds; Depositories and Investments)
45 Minn. Stat. 118A.02 (Authorization for Deposit and Investment)
46 Minn. Stat. 118A.03 (Depositories and Collateral)
47 Minn. Stat. 118A.04 (Investments)

1 Minn. Stat. 118A.05 (Contracts and Agreements)

2 Minn. Stat. 118A.06 (Delivery and Safekeeping)

3
4 **Cross References:**

5
6 Board Policy 704 – Annual Audit

7 MSBA Service Manual, Chapter Finance 7, Education Funding

8 Minnesota Legal Compliance Audit Guide prepared by the Office of the State
9 Auditor

10
11
12 RATIFIED BY THE BOARD OF EDUCATION: November 17, 1997

13
14 REVISED BY THE BOARD OF EDUCATION: February 22, 2005; June 16, 2009;
15 March 15, 2021; August 16, 2021

RICHFIELD PUBLIC SCHOOLS

ADMINISTRATIVE GUIDELINES ON INVESTMENTS

The Director of Finance and/or designee shall be responsible for investing District funds according to the following procedures:

1. A cash flow analysis will be used to project future District cash needs.
2. Funds which exceed anticipated current need will be invested as provided in the investment policy for periods of time which coincide with needs projected in the cash flow analysis.
3. Competitive bids will be requested from approved depositories. If the school district contracts with an investment advisor, the bid requirements will be specified in the contract.
4. When deemed reasonable, the investment will be awarded to the bidder responding with the highest yield that meets the criteria established in the investment policy and this guideline. Tied bids will be resolved at the discretion of the Director of Finance and/or designee.
5. Since investment decisions must be made within a narrow time framework, bids which are not received in a timely manner may be excluded from consideration in the awarding process.
6. Excluding Local Government Investment Pools, District investments in any one institution shall not exceed 66 percent of the total portfolio when the portfolio exceeds \$1,000,000. Implementation of these guidelines may require rejections, in total or in part, of bids with the greatest yield.
7. Possession of the investment document will not be requested unless appropriate safekeeping arrangements cannot be made.
8. Investment decisions will be made in a manner consistent with the Board of Education policy and these guidelines understanding that the Director of Finance or designee shall have the authority to act with discretion in interpreting policy or addressing questions not specified in the policy.

Dated: November 17, 1997

Reviewed: September 7, 2010

Revised: February 22, 2005; March 15, 2021; August 16, 2021

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 2, 2021

Subject: Designation of an Identified Official with Authority (IOwA) for Education Identity Access Management (EDIAM)

(Recommended by the Superintendent)

That the Board of Education approve the designation.

Background Information:

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local education agency that uses the Education Identity Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local education agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The Identified Official with Authority will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties. The Superintendent recommends the Board authorize the following individual to act as the Identified Official with Authority (IOwA) for Richfield Public Schools #280-01:

Name: Cassandra Quam

Email: cassandra.quam@rpsmn.org

EDIAM User ID: cassandraq

NEW BUSINESS - FOR ACTION

Agenda Item VI.E.

Board of Education
Independent School District
280 Richfield, Minnesota

Regular Meeting, August 2, 2021

Subject: Miscellaneous Pay Rates for Year 2021-2022

(Recommended by Superintendent)

That the Board of Education approves the pay rates for ISD #280 positions which are not covered by existing contracts effective July 1, 2021.

Background Information

(Prepared by TiMecka Michaels and Craig Holje)

The Miscellaneous Pay Rate schedule covers a variety of positions that are either casual employment or not represented by a collective bargaining agreement. This schedule is reviewed to look at internal and external market conditions and approved on an annual basis.

The attached miscellaneous pay rates are recommended for year 2021-2022.

Highlights of the recommended changes include the following:

Miscellaneous Positions:

- Increases rate for School RN by 2%
- Increases rate for Student Engagement Specialist by 2%
- Increases rate for American Indian Coordinator by 2%
- Adds Safe Routes to Schools Coordinator
- Increase Health Resource Coordinator by 6.58% based on internal and market review.

Community Education:

- Increases the range of pay for Lifeguard
- Increases the range of pay for Water Safety Assistant
- Removes Water Fitness Instructor position
- Increase the range of pay for the Community Ed Program Assistant
- Increase the range of pay for the Aquatic Coordinator
- Increase the range of pay for the Life Guard
- Increase the range of pay for the Water Safety Assistant

All other rates will remain the same for the 2021-2022 school year.

RICHFIELD PUBLIC SCHOOLS

Miscellaneous Pay Rates 2021-2022

Miscellaneous Positions	Rate for 7/1/20	Rate for 7/1/21
School RN		
Year 1	\$30.38	\$30.98
Year 2	\$31.31	\$31.93
Homebound Teachers		
Base	\$34.00	As identified in Teacher Master Contract
Translation Services		
Per Page	\$25.00	\$25.00
Per Hour	\$25.00	\$25.00
Specialized Student Support		
Student Engagement Specialist	\$22.44	\$22.88
American Indian Coordinator	\$26.52	\$27.05
Safe Routes to Schools Coordinator	\$30.00	\$30.60
Health Resource Center		
Health Resource Coordinator	\$23.93	\$25.50

Community Education Positions	Rate for 7/1/20	Rate for 7/1/21
Community Education Instructors		
Community Ed Instructor	\$18.50 - \$35.00	\$18.50 - \$35.00
Community Ed Site Supervisor	\$11.00 - \$13.00	\$12.00 - \$14.00
Community Ed Program Assistant	\$10.00 - \$18.00	\$10.20 - \$18.36
Aquatics		
Aquatic Coordinator	\$22.00 - \$24.50	\$22.44 - \$24.99
Water Safety Instructor (WSI)	\$12.00 - \$15.00	\$12.50 - \$15.00
Lifeguard	\$11.00 - \$13.00	\$11.25 - \$13.00
Water Safety Assistant	\$10.00 - \$11.00	\$10.20 - \$11.22

Activities & Athletics	Rate for 7/1/20	Rate for 7/1/21
Site Manager		
Site Manager 1	\$50.00	\$50.00
Site Manager 2	\$75.00	\$75.00
Ticket Taker		
Tickets	\$45.00	\$45.00
Clock/Announcer/Scorer		
Clock/Announcer/Scorer 1	\$35.00	\$35.00
Clock/Announcer/Scorer 2	\$50.00	\$50.00
Track Meet		
Timing System Operator	\$250	\$250
Camera Operator	\$250	\$250
Event Workers		
Event Worker 1	\$10.00	\$10.00
Event Worker 2	\$20.00	\$20.00
Event Worker 3	\$40.00	\$40.00
Event Security		
Security Worker 1	\$50.00	\$50.00
Security Worker 2	\$100.00	\$100.00
Sound, Light & Video Production		
Sound & Light for Theatre	\$22.25	\$22.25
Asst. Sound & Light for Theatre	\$9.95	\$9.95
Video Production – Board/Theatre	\$25.00	\$25.00

Substitute Employees	Rate for 7/1/20	Rate for 7/1/21
School RN		
	\$19.00	\$19.00
Food Service		
	Step 1 of Contract for Position Subbing	Step 1 of Contract for Position Subbing
Paraprofessional		
	Step 1 of Contract for Position Subbing	Step 1 of Contract for Position Subbing
External Summer School Para		
	Step 1 of Contract for Position Subbing	Step 1 of Contract for Position Subbing
Facilities & Transportation		
	Step 1 of Contract for Position Subbing	Step 1 of Contract for Position Subbing

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 2, 2021

**SUBJECT: SUPPLEMENTARY STUDENT TRANSPORTATION SERVICES –
AGREEMENT AUTHORIZATION**

Recommended by the Superintendent that the Board of Education authorize the administration to enter into agreements with Metropolitan Transportation Network, Twin City Transportation and Septran for supplementary student transportation services.

Background

(Prepared by Craig Holje and Dan Kretsinger)

The district's longtime incumbent for Type-A Special Education routes, Park Adam Transportation, has chosen to discontinue servicing Richfield routes to focus on other opportunities closer to their St. Louis Park operations. Following this notification, a Request for Proposal (RFP) for all supplementary student transportation services was completed followed by direct negotiation with selected contractor(s) of which submitted a qualifying proposal (pursuant to M.S.123.37 subd.1b.) to provide transportation to students, including those requiring Special Education, Out-of-District, and Beacon program Shuttle services, that can NOT be met within the capacity of the district's current fleet.

Following negotiation and due diligence of select contractors, the district recommends the award of the supplementary student transportation services contracts to Metropolitan Transportation Network (Primary), Twin City Transportation (Secondary), and maintain current assigned routes for the Beacon program with Septran.

The award was decided on the following rationale:

- **Metropolitan Transportation Network [TYPE A & TYPE III ROUTE CONTRACTOR]**
 - MTN is the only full-service contractor capable of meeting the needs for all services required (Type A, Type III, Aides)
 - • MTN's proposed service model allows for the district to utilize MTN vehicles and staffing as an extension of internal

operations which allows the district to potentially reduce the per-student cost for Special Education Transportation (assuming efficient routing)

- MTN's is a minority-owned organization, founded and owned by Tashitaa Tufaa, who started the organization with the goal of improving transportation for special education students following his own experiences as the parent of a special education student.
- **Twin City Transportation [SECONDARY TYPE III ROUTE CONTRACTOR]**
 - TCT's strong past service performance to the district.
 - TCT's offers competitive routing costs for short, direct routes often requiring outsourcing to contractors.
 - TCT maintains the largest Type III fleet of any full-service contractor
- **Septran**
 - Septran has provided transportation for students involved in the Beacons Boys & Girls Club program since its inception o
 - Awarding to Septran is cost competitive but also offers continuity to the operations in Beacons program for the 2021-2022 school year (Septran provides services for Richfield and Bloomington for this program).

With this award, the district hopes to have established contractor partnerships to assure safe, efficient services to students who the district's internal fleet can NOT serve for up to the next four (4) school years.

Additional information regarding the RFP response and agreements is attached.

Sourcing Process Summary

General Information

District:	ISD #280 – Richfield Public Schools	Date:	7/2021
Department:	Transportation	Category:	Supplementary Student Transportation Services

Process Notes

Component	Note
Process used:	<ul style="list-style-type: none"> Request for Proposal (RFP) followed by direct negotiation with selected contractor(s) of which submitted a qualifying proposal (pursuant to M.S.123.37 subd.1b.) to select contractors to provide transportation to students, including those requiring Special Education, Out-of-District, and Beacon program Shuttle services, that can NOT be met within the capacity of the district's current fleet.
Participating Vendors:	<ul style="list-style-type: none"> ALC Schools Beacon (no quote) CSTMN Durham Halo (no quote) Metropolitan Transportation Network MTI (no quote) Northline Park Adam (no quote) Safe Tree Transportation Sepran (Beacons program routes only) Schmitt & Sons (no quote) Student Transportation of America (no quote) TLC Twin City Transportation (TCT) Wide Area Transportation Services Inc
Selection Criteria:	<ul style="list-style-type: none"> District's experience with the vendor and/or business model Contractor's experience and reputation Contractor's service capabilities (vehicle types, drivers, CDL drivers, total fleet) Rider experience and safety Best overall value

Review Notes

- The district's longtime incumbent for Type-A Special Education routes, Park Adam Transportation, has chosen to discontinue servicing these routes to focus on other opportunities closer (proximity) to their St. Louis Park operations.
- For Type III routes, the District Transportation Department has historically utilized multiple contractors, with TCT being used most often due to service capabilities.
- The District Transportation Department prefers to work with a full-service contractor to assure driver consistency and direct communication with the contractor during daily operations.
- Following the review of all options – direct negotiations were opened with Metropolitan Transportation Network, TCT, and Sepran.

Participating Vendor Matrix

Contractor	Business Model	Reference 1	Reference 2	Type A Vehicles	Type C Vehicles	Type III Vehicles	CDL Drivers	Total Drivers
ALC Schools	Broker	Oshkosh (WI)	Waukesha (WI)	0	0	36	0	62
CSTMN	Broker	Minneapolis	Osseo Area	50	50	50	100	150
Northline	Full Service	Edina	CSTMN (Broker)	0	0	44	0	31
Metropolitan	Full Service	Minneapolis	Athlos Leadership Academy	90	280	84	200	315
Safe Tree	Full Service	Mounds View	Robbinsdale	0	0	75	0	72
Sepran	Full Service	Lake Villa Schools	ISD #271	0	3*	0	3*	3*
TLC	Full Service	CST MN	ISD #191	0	0	19	0	14
TCT	Full Service	Edina	Richfield	0	0	170	0	120-170
WATSI	Full Service	ISD #196	SSD #006	0	0	60	0	70

*Assigned to district, contractor as additional vehicles in the fleet

Proposed Daily Routed Services Pricing

	ALC	CSTMN	Northline	Metropolitan	Safetree	Sepran	TLC	TCT	WATSI
Type III	<ul style="list-style-type: none"> \$35.00 + \$2.50 per mile \$65.00 minimum 	<ul style="list-style-type: none"> \$70.00 per live hour \$180.00 minimum 	<ul style="list-style-type: none"> \$70.00 per live hour \$280.00 minimum 	<ul style="list-style-type: none"> \$272.00 per day 	<ul style="list-style-type: none"> \$50.00 per live hour \$185.00 minimum 	N/A	<ul style="list-style-type: none"> \$100.80 per hour \$76.00 minimum 	<ul style="list-style-type: none"> \$1.71 per live minute \$76.95 minimum 	<ul style="list-style-type: none"> \$72.00 per hour \$72.00 minimum
Type III w/ Wheelchair Lift	<ul style="list-style-type: none"> \$60.00 + \$2.50 per mile \$90.00 minimum 	<ul style="list-style-type: none"> \$70.00 per live hour \$180.00 minimum 	N/A	<ul style="list-style-type: none"> \$272.00 per day 	N/A	N/A	<ul style="list-style-type: none"> \$109.92 per hour \$85.12 minimum 	<ul style="list-style-type: none"> \$1.71 per live minute plus \$10.00 fee \$86.95 minimum 	<ul style="list-style-type: none"> \$82.00 per hour \$82.00 minimum
Type A Bus	N/A	<ul style="list-style-type: none"> \$70.00 per live hour \$70.00 minimum 	N/A	<ul style="list-style-type: none"> \$309.00 per day 	N/A	N/A	N/A	N/A	N/A
Type A Bus w/ Wheelchair Lift	N/A	<ul style="list-style-type: none"> \$70.00 per live hour \$70.00 minimum 	N/A	<ul style="list-style-type: none"> \$309.00 per day 	N/A	N/A	N/A	N/A	N/A
Type C	N/A	<ul style="list-style-type: none"> \$85.00 per live hour \$85.00 minimum 	N/A	<ul style="list-style-type: none"> \$339.00 per 4-hour live time block \$379.00 per 6-hour live time block \$49.00 per hour for 6 PM activity \$98.00 minimum 	N/A	<ul style="list-style-type: none"> \$133.44 per hour \$266.88 minimum 	N/A	N/A	N/A
Aide	<ul style="list-style-type: none"> \$25.00 per hour \$50.00 minimum 	<ul style="list-style-type: none"> \$28.00 per hour \$56.00 minimum 	<ul style="list-style-type: none"> \$25.00 per hour \$100.00 minimum 	<ul style="list-style-type: none"> \$27.00 per hour \$54.00 minimum 	<ul style="list-style-type: none"> \$22.50 per hour \$90.00 minimum 	N/A	<ul style="list-style-type: none"> \$27.00 per hour \$27.00 minimum 	<ul style="list-style-type: none"> \$24.50 per hour \$49.00 minimum 	<ul style="list-style-type: none"> \$25.00 per hour \$50.00 minimum
Other Fees	<ul style="list-style-type: none"> Car Seat fee of \$5.00 per seat Wait time of \$15.00 per ¼ hour 	<ul style="list-style-type: none"> Wheelchair lift fee of \$33.00 	N/A	N/A	<ul style="list-style-type: none"> Admin fee of 5% 	N/A	<ul style="list-style-type: none"> Admin fee of 3% 	<ul style="list-style-type: none"> Admin fee of 3% 	N/A
Maximum Annual Rate Increases	TBD	3%	2%	2%	<ul style="list-style-type: none"> 2% in year 2 2.5% in years 3, 4 	4%	<ul style="list-style-type: none"> Year 2 = 2% Year 3 = 3% Year 4 = 4% 	2%	2% or CPI

Recommended Award

Following further negotiation and due diligence of select contractors, f the district recommends the award of the supplementary student transportation services contracts to Metropolitan Transportation Network (Primary), Twin City Transportation (Secondary), and maintain current assigned routes for the Beacon program with Sepran.

The award was decided on the following rationale:

- Metropolitan Transportation Network [TYPE A & TYPE III ROUTE CONTRACTOR]
 - MTN is the only full-service contractor capable of meeting the needs for all services required (Type A, Type III, Aides)
 - MTN's proposed service model allows for the district to utilize MTN vehicles and staffing as an extension of internal operations
 - This allows the district to potentially reduce the per-student cost for Special Education Transportation (assuming efficient routing)
 - MTN's is a minority-owned organization, founded and owned by Tashitaa Tufaa, who started the organization with the goal of improving transportation for special education students following his own experiences as the parent of a special education student.
- Twin City Transportation [SECONDARY TYPE III ROUTE CONTRACTOR]
 - TCT's strong past service performance to the district.
 - TCT's offers competitive routing costs for short, direct routes often requiring outsourcing to contractors.
 - TCT maintains the largest Type III fleet of any full-service contractor
- Sepran
 - Sepran has provided transportation for students involved in the Beacons Boys & Girls Club program since its inception
 - Awarding to Sepran is cost competitive but also offers continuity to the operations in Beacons program for the 2021-2022 school year (Sepran provides services for Richfield and Bloomington for this program).

With this award, the district hopes to have established contractor partnerships to assure safe, efficient services to students who the district's internal fleet can NOT serve for up to the next four (4) school years.

Student Transportation Agreement

This agreement made and entered this day, August 15th, 2021 by and between ISD #280 Richfield Public Schools, of Hennepin County, Minnesota, hereinafter referred to as "DISTRICT" and Metropolitan Transportation Network Incorporated, of Anoka County, hereinafter referred to as "CONTRACTOR".

The agreement is for Supplementary Student Transportation Services

I. The following is agreed upon by CONTRACTOR and DISTRICT:

The CONTRACTOR shall provide transportation to and from school for district-specified students including assigned Special Education and out-of-district routes. This shall include but not be limited to, transportation to and from schools, facilities, and other requested supplemental transportation requests.

II. Agreement Terms

- a. The initial term of the is agreement will be from August 10th, 2021 – August 9th, 2023.
- b. DISTRICT holds the option to extend this agreement up to two (2) additional one-year extension options for school years (defined as regular school year and summer school sessions):
 - i. August 10th, 2023 – August 9th, 2024
 - ii. August 10th, 2024 – August 9th, 2025
- c. DISTRICT retains right to terminate agreement after first year should CONTRACTOR performance not meet DISTRICT expectations.

III. Compensation:

a. Service rates

Vehicle Type	Service Type	Rate	Minimum
Type III Vehicle	Daily Rate	\$272.00	N/A
Type III Vehicle equipped with wheelchair lift	Daily Rate	\$272.00	N/A
Type A Vehicle	Daily Rate	\$315.00	N/A
Type A Vehicle equipped with wheelchair lift	Daily Rate	\$315.00	N/A
Type III Vehicle	Half-Day Rate	\$152.00	N/A
Type III Vehicle equipped with wheelchair lift	Half-Day Rate	\$152.00	N/A
Aide	Per Live Time Hour	\$27.00	Two-hour per shift

b. Fuel Clause

- i. There will be no fuel surcharge added to the route rates described above. In the event of extreme changes (USEIA average diesel fuel price for Midwest increases to greater than \$4.55 per gallon), the CONTRACTOR and DISTRICT will come to a mutually negotiated surcharge.

c. Annual Rate Changes

- i. CONTRACTOR can apply a rate increase of each year of the agreement starting September 1st of contract and option years 2, 3, 4 (2022, 2023, and 2024).
- ii. CONTRACTOR can automatically increase rate up to two percent (2%) each year.
 - CONTRACTOR can increase rate up to four percent (4%) total with DISTRICT approval.

d. Compensation Definitions

- i. Daily Rate
 - Daily rate defined as per-day dedicated use of compliantly-staffed vehicle for use of DISTRICT-approved assigned routes.
- ii. Live Time Block
 - Set block of time when vehicle is assigned to carry DISTRICT passengers/routes.
- iii. Live Time Hourly
 - Hourly amount charged when vehicle is carrying DISTRICT passenger

e. Other additional fees

- i. Any fee not noted in this agreement can NOT be billed to DISTRICT without written approval from DISTRICT Director of Business Services.

IV. Agreed Upon Specifications

a. **Vehicles**

- i. Condition, Maintenance, and Compliance
 - Vehicles must meet or exceed the current "National Standards for School Buses and Operations" as adopted by the National Conference on School Transportation
 - Vehicles will comply with all Federal and State of Minnesota regulations, laws, and rules for school bus operations
 - DISTRICT reserves the right to review maintenance and/or inspection records at any time during the agreement term
 - The CONTRACTOR shall notify the Transportation Office of all scheduled inspections of vehicles by the Minnesota State Patrol. Upon inspection of vehicles, the CONTRACTOR shall forward a copy of each "Driver/vehicle examination report" for any vehicle that fails inspection to the Transportation Office by the second (2) working day
 - Any vehicle failing to pass a State of Minnesota Motor Vehicle inspection shall not be used by the CONTRACTOR until such time said vehicle has been repaired or replaced and re-inspected for approved service
 - Seven days prior to the first day of each school year under this contract, the CONTRACTOR shall provide DISTRICT with the following information on all vehicles used to transport DISTRICT students:
 - Make, model year and VIN number of each vehicle
 - State license number and safety inspection sticker number
 - Capacity of vehicle
 - Specialized equipment on vehicle
 - Ownership of vehicle
 - Current odometer reading
- ii. Vehicle maintenance history and past safety inspection shall be provided upon request of DISTRICT
- iii. All vehicles must be subject to a pre-trip review for safe operation prior to any route
- iv. CONTRACTOR must provide an adequate number of vehicles for the exclusive use of DISTRICT during the regular morning pick-up time before school and the regular afternoon drop-off time after school for dedicated routes.
 - In addition, standby vehicles and trained drivers knowledgeable of routes and location of student's homes must be available for students who are both ambulatory and use wheelchairs at any time of the day to any metro area location.
 - CONTRACTOR agrees that sufficient extra buses shall be provided and available in order to meet normal and emergency breakdowns, accommodate shuttles, field and athletic trips, mechanical failures, emergency situations and any supplementary services that may be required by DISTRICT.
 - i. All spare/activity buses shall be equipped and maintained in the same manner as regular route buses.
- v. Fleet Appearance/Sanitization
 - Vehicles shall be kept clean and sanitized
- vi. Vehicle Age
 - Average fleet age shall not exceed nine (9) years old
 - No vehicle shall be more than twelve (12) years old
- vii. Seatbelts and Restraints
 - CONTRACTOR will provide booster seats and other necessary student securement/restraint systems (safety vests and cam straps) that are needed under the terms of the Agreement and the laws pertaining to special education.
 - CONTRACTOR shall maintain any/all DISTRICT-owned safety seats, booster seats, and necessary securement/restraint systems as needed. CONTRACTOR will be required to inventory, clean, and maintain all DISTRICT securement systems on behalf of DISTRICT, annually.
 - CONTRACTOR shall use wheelchair securement systems (ratchet type tie-downs) as approved by School DISTRICT and the driver will follow School DISTRICT prescribed tie-down procedure.
- viii. Wheelchair Lift Equipment
 - When required to meet School DISTRICT's routing needs, CONTRACTOR will provide vehicle equipped with wheelchair lift equipment that meets or exceeds rules, laws, and requirements set by:
 - ADA
 - Federal
 - State of Minnesota
- ix. GPS
 - Each vehicle in the company fleet shall be equipped with a GPS system that conforms to the needs and specifications of DISTRICT.
 - Access to GPS data and any required software tools shall be provided to DISTRICT

- x. Two-way radio
 - All vehicles shall feature a two-way radio in working condition
- xi. Audio/Video Recording Systems
 - School DISTRICT requires that all vehicles be equipped with digital video & audio recording systems.
 - If the School DISTRICT requests a copy of a video from a camera, CONTRACTOR must upload it to a secure FTP site or electronic means of transferring video that the DISTRICT can access or deliver the requested video before 11:00 AM the following day. Company shall ensure that the video camera systems are properly installed and operational in all buses. The Company shall ensure that each video system is a "locked system" that may be accessed only by authorized personnel (staff designated by the School DISTRICT and manager and supervisor level Personnel of Company). Company is responsible, at its expense, for maintenance, repair and replacement of such video systems. Company shall inspect video systems during regularly scheduled maintenance and inspections to ensure that the system is functioning as intended, including during times of extreme weather conditions. Company will ensure that all recorded video and audio will be archived for a minimum of fifteen (15) school days.
- xii. Child Check Electronic Alarm System
 - All Type C or larger buses must be equipped with a child check electronic alarm system in the rear of the bus
- xiii. Changes in Laws or Requirements
 - If the School DISTRICT or any governmental agency imposes additional equipment requirements other than those set forth in this Agreement, which are specific requirements for the operation of this Agreement or immediate installation is required for continuing operation of the Vehicles, Company and the School DISTRICT shall negotiate in good faith concerning price increases applicable to such equipment installation and any associated increase in Vehicle maintenance costs.

b. CONTRACTOR Personnel

- i. Licensing and Regulatory
 - All drivers must meet pertinent state and federal qualifications for transporting students and the vehicle type they will be driving.
 - The DISTRICT may request evidence of such qualifications at any time.
- ii. Fitness for Duty
 - CONTRACTOR shall screen all personnel carefully as to ability, reliability, integrity, general fitness, compassion, and understanding for students.
 - Driver's accident record will also be considered.
 - All personnel must have been subject to a complete background check prior to service and no less than once every 24-months moving forward.
- iii. Training
 - It is required that all drivers employed by the successful CONTRACTOR either have taken a recognized defensive driving course or be enrolled in the next available course.
 - Drivers must be trained in basic first aid, cardiopulmonary resuscitation techniques and be knowledgeable of Hennepin County Child Protection Guidelines.
 - Aides and drivers shall be trained in the proper use of seatbelts and car seats utilized for safe transportation.
- iv. Special Education
 - Drivers and Aides must be capable to assist a student requiring to be physically lifted on to or out of the vehicle.
 - In-service training should be provided by the CONTRACTOR relating to the needs of the students with disabilities being transported including transfer methods such as Eye-to-Eye (E2E), Hand-to-Hand (H2H), and/or independent transfer.
 - CONTRACTOR will be responsible to assure assigned Aides are trained to understand student behavioral plans
- v. Appearance and Behavior
 - Personnel shall conduct themselves in a professional manner, maintaining a good physical appearance, and demonstrating both character and conduct which are exemplary for the students.
 - Should personnel fail to maintain these standards, the DISTRICT shall have the right to request replacement of the driver or such additional training as is necessary to elevate the driver's performance to an acceptable standard.

c. **Operating/Service**

- i. **Route Development**
 - CONTRACTOR is responsible to develop the routes based on data provided or made available by the DISTRICT
 - Routes shall be developed in a manner designed to afford the most efficient but expeditious service to the students of the DISTRICT
 - It is understood that the pick-up and drop-off locations of each student are designated only by the Director of Special Education
 - Any route changes must be approved by the DISTRICT Transportation Supervisor
 - i. Special Education route changes also require approval for Director of Special Education
 - The DISTRICT will have the final decision on any route modification
- ii. **Routing Rules**
 - Pick-up or drop-off time shall not vary more than 10 minutes from the schedule given to the parent
 - Routes can be combined with Students of other DISTRICTs with approval from DISTRICT Transportation Supervisor
 - Special Education routes also require approval for Director of Special Education
 - No student with a disability should face a bus ride that exceeds 45 minutes one-way.
 - No early childhood student with a disability should face a bus ride that exceeds 35 minutes one way.
 - Students shall not be scheduled to transfer from one vehicle to another, except with the specific approval of the DISTRICT.
- iii. **Temporary Route Changes**
 - It shall not be the responsibility of the CONTRACTOR to transport students who, for one reason or another, are excused early or are not able to abide by their regular schedule.
- iv. **Driver Assignments**
 - Whenever possible, the CONTRACTOR shall use the same driver for the same specific routes
 - Any changes of a permanent nature must be reported to the Director of Special Education
 - Substitute drivers shall be trained in advance of being needed to drive a specific route to assure students arrive at their destination on time
 - Training must include familiarity with all the CONTRACTOR's routes in the DISTRICT
- v. **Assignment of Aides**
 - When it is the judgment of the Director of Special Education or the CONTRACTOR's manager that the general discipline of the students on the bus/van is not satisfactory, the CONTRACTOR shall be obligated to add an aide to assist the driver
- vi. **Rider Boarding**
 - CONTRACTOR personnel shall assist physically lifting a student in or out of the vehicle when required.
 - CONTRACTOR personnel is required to properly buckle the students into the car seats and physically confirm security of each student's seat belt.
- vii. **Rider Management**
 - Drivers shall be responsible for the maintenance of discipline on buses
 - CONTRACTOR will follow DISTRICT guidelines regarding disciplinary procedures
 - Serious and/or continuous disciplinary problems shall be reported to the principal of the school in which the student is enrolled.
 - DISTRICT may discontinue the right of service for any student for any period of time.
 - Under no circumstances shall transportation be denied to any passenger if such transportation is requested by the DISTRICT
 - Aides shall learn and support student behavioral plans and/or transportation modifications of specific students
- viii. **Tobacco Use**
 - Tobacco use of any kind is strictly forbidden during the execution of DISTRICT routes
- ix. **Unauthorized Stops**
 - No personal stops or deviations in the route are permitted unless for emergency purposes
- x. **Unauthorized Riders**
 - Unauthorized persons shall not be allowed to ride with students who are being transported unless approved by DISTRICT.
 - Unauthorized persons are defined as siblings, parents, teachers, and students of other DISTRICTs

xi. Communications

- CONTRACTOR shall notify parents of time of pick-up and drop-off at least five days in advance of the beginning of school year
- When a new or substitute driver is to be assigned to a route for more than five (5) school days in succession, CONTRACTOR shall notify parents by telephone or written or electronic note regarding the driver change.
- CONTRACTOR must notify families/parents/assigned contacts if the vehicle will be more than 10 minutes late
 - If a vehicle is late to school three days consecutively, the Director of Special Education must be notified by the CONTRACTOR

xii. Accident Reporting

- The CONTRACTOR shall submit an immediate verbal report of any accident to the DISTRICT Transportation Office and the school the route is servicing.
- A detailed written report of any accident involving the transportation of DISTRICT students under this contract shall be submitted within twenty-four (24) hours of the accident.
 - A copy of the police report shall be submitted within seventy-two (72) hours after the accident.
 - The CONTRACTOR shall also submit to DISTRICT Transportation Office a report on any accident involving a school vehicle, with the absence of children in transport while in the performance of this contract within 24 hours of the accident.

xiii. Customer Service

- CONTRACTOR is responsible to have a dispatcher available every school day 6:30 a.m. and more than one telephone line shall be able to be accessed by parents.
 - The Dispatcher should be knowledgeable of when all vehicles have departed from the garage.
- CONTRACTOR shall provide DISTRICT phone support during operating times
 - DISTRICT requests shall be handled in a timely, expedited fashion.
 - DISTRICT staff calls will be returned within 15 minutes of initial call
 - DISTRICT staff shall NOT be put on hold for longer than 15 minutes
- Failure on the part of the CONTRACTOR to fully comply with any of the above specifications in this section will be noted by the Director of Special Education and an adjustment to the monthly billing could result.

d. Insurance

- i. CONTRACTOR shall procure and keep in force during the entire term of this agreement, public liability and property damage liability insurance protecting DISTRICT, its board, officers, employees and agents, and CONTRACTOR, its drivers, and other personnel, at the CONTRACTORS expense.

Required MINIMUM insurance levels

Coverage Description	Minimum Coverage
Worker's Compensation - State Statutory Employer's Liability	\$500,000
Bodily Injury and Liability	\$1,000,000 per individual
Property Damage Liability	\$1,000,000 per accident
Medical Payments	\$5,000 per person
Uninsured Motorist Coverage	\$10,000/\$20,000
Excess Liability Coverage	\$5,000,000
Sexual Abuse/Molestation	\$1,000,000 per occurrence

e. **Financial**

- i. Billing
 - CONTRACTOR is responsible to provide invoice data in the format required for DISTRICT reporting – this can include mileage, route-specific, and rider-specific data.
- ii. Pricing and Fees
 - No additional fees can be charged without written approval from DISTRICT
- iii. Terms of Payment
 - Payments will be according to Minnesota Statute 471.425, currently providing for payment within 35 days after receipt of the merchandise or the invoice, whichever comes latest.
- iv. Sales Tax
 - Minnesota Clauses: Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Sub 1, Para. Default
- v. Route cancellation compensation
 - Cancellation due to weather (short term)
 - DISTRICT agrees to pay CONTRACTOR 75% of fees for any schedule route cancelled due to weather should CONTRACTOR agree to compensate its employees for cancellation.
 - Long-term cancellations
 - DISTRICT agrees to pay CONTRACTOR 75% of fees for any scheduled route for the first ten (10) days of a long-term cancellation should CONTRACTOR agree to compensate its employees for cancellation.
 - i. Compensation for additional days will be negotiated between DISTRICT and CONTRACTOR.
- vi. Damages for performance failure
 - DISTRICT reserves the right to assess damages to assure compliance with specifications.
 - Liquidated damages will be paid by CONTRACTOR to DISTRICT within thirty (30) days of receipt.

Description	Liquidated Damage	U/M
11-19 minutes late arrival <u>within</u> CONTRACTOR control	\$50.00	per deficiency
20 minutes late arrival <u>within</u> CONTRACTOR control	\$150.00	per deficiency
DISTRICT personnel placed on hold for more than 15 minutes when contacting customer support	\$50.00	per deficiency
Illegal use of equipment (un-inspected equipment, unlicensed driver, uninsured equipment)	\$5,000.00	per deficiency
Unattended child left on bus	\$5,000.00	per deficiency
Missed route - Route not run or combined ("doubled-up) with another route	\$1,000.00	per deficiency
Unreported accident with students on bus	\$1,000.00	per deficiency
Staffing not at 95% of contracted levels OR monthly staffing reports not provided to school DISTRICT	\$1,000.00	per month
Running out of fuel while on route	\$500.00	per deficiency
Inability to provide video within 1 business day of each request	\$500.00	per deficiency
Driver operating without the use of a seat belt	\$500.00	per deficiency
Inoperable radio on bus (Damaged prior to dispatch or turned off by driver)	\$500.00	per deficiency
Intentional operation of an overloaded bus (overload calculated by DISTRICT measures above)	\$500.00	per deficiency
Unauthorized deviations from route	\$500.00	per deficiency
Unauthorized stop	\$500.00	per deficiency
Inoperable video recording system on the bus	\$500.00	per deficiency
Timely data exchange (routes, stops)	\$250.00	per deficiency

Consecutive

V. General Terms and Conditions

a. Legal

- i. Governing Law
 - Contract or purchase order shall be governed by the Laws of the State of Minnesota
- ii. Compliance
 - CONTRACTOR must maintain eligibility and compliance with Federal and State laws, regulations, and rule at all times
- iii. Business practices
 - CONTRACTOR agrees to not engage in any discriminatory employment practices
- iv. Indemnification
 - CONTRACTOR will agree to hold DISTRICT harmless from any claim arising out of his/her conduct in the performance of the contract.

b. Records and Reporting

- i. State Audit
 - The books, records, documents, and accounting procedures of the CONTRACTOR relevant to this Agreement shall be subject to examination by the contraction department and either the legislative auditor or state auditor.
- ii. The CONTRACTOR shall make and furnish such reports as may be required or requested by DISTRICT or by the Minnesota Department of Education.

c. Obligations

- i. DISTRICT makes no guarantee or any assurance to the CONTRACTOR of the number of students or routes requiring services provided by the CONTRACTOR.

d. Performance Bond

- i. CONTRACTOR agrees to secure an annual performance bond upon DISTRICT request

e. Early Termination

- i. If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, DISTRICT shall thereupon have the right to immediate termination of this Agreement for cause by giving written notice of the cause to the CONTRACTOR at least thirty (30) days prior to the effective termination date.
 - In that event, the CONTRACTOR shall be entitled to receive just and equitable compensation for any services satisfactorily completed prior to termination. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to DISTRICT for damages sustained by DISTRICT by virtue of any breach of this Agreement by the CONTRACTOR, and DISTRICT may withhold any payments to the CONTRACTOR until such time as the exact amount of damage due to DISTRICT from the CONTRACTOR is determined.

VI. Authorized Signatures

 DISTRICT, District #280 – Richfield Public Schools
 Craig Holje, Chief Administrative Officer

 Date



 CONTRACTOR, Metropolitan Transportation Network Inc.
 Tashitaa Tufaa, President and CEO

07-27-21

 Date

Agreement for Student Transportation

This Agreement is made and entered into this day July 19, 2021, by and between Richfield Public Schools ISD 280, (hereinafter referred to as "District"), and Twin City Transportation, Inc., (hereinafter referred to as "Twin City").

WITNESSETH

WHEREAS, District has school children that need to reach certain approved destinations during the school day in Minnesota;

WHEREAS, Twin City has skill and experience in providing transportation services under contract for children attending school in Minnesota; and

WHEREAS, District seeks to procure school transportation services for the transportation of school children that need to reach certain approved destinations during the school day in Minnesota from Twin City.

1. PURPOSE. The purpose and intent of this Agreement is to define and clarify the relationship by and between the parties for the provision of transportation services pursuant to Minnesota Statutes Section 123b.52(3) and the conditions agreed to in Twin City's response to the District's 2021 Request for Proposal.

2. DURATION. This Agreement shall become effective on August 1, 2021 ("Effective Date") and, unless terminated in accordance with the provisions of this Agreement, shall remain in effect on a continual basis from the Effective Date for four (4) consecutive years. The initial agreement term will be for one(1) year, then can be automatically renewed for three (3) additional year periods, unless either party terminates this Agreement within one hundred twenty (120) days prior to the commencement of the immediately subsequent renewal period.

3. SERVICES. The District hereby retains the services of Twin City, for the compensation set forth in Section 4 hereof, to provide transportation services to identified school children from District locations to destinations approved by the District together with all necessary return trips. Twin City agrees to provide drivers and requisite aides, if any, that are employees of Twin City, together with Type III vehicles and school buses that comply with the applicable requirements of the State of Minnesota, the federal government, rules and local ordinances and that are operated by licensed drivers who meet the rules and regulations of the Minnesota Department of Public Safety.

4. **COMPENSATION.** The District agrees to pay Twin City for the services set forth in Section 3 above in accordance with the terms and conditions as set forth in Schedule 1 hereto. The district agrees to a 2% annual increase during the length of the contract to cover additional costs. Schedule 1 which may be amended by the parties hereto by agreement from time to time by written agreement. Twin City shall invoice the District at least monthly. All invoices are due within 35 days of such invoice. Twin City shall utilize dispatching software that shall permit the District, upon request, to obtain information sufficient to determine whether a student was transported on a specific day.

5. **FUEL PRICE ADJUSTMENT PROVISION.** The District understands that the prices for fuel used in providing student transportation services have been changing and have become a significant operating cost in recent years. Parties to negotiate additional fuel adjustments should fuel prices rise significantly.

6. **INSURANCE.** Twin City shall maintain insurance in an amount satisfactory to the District, but in excess of \$3,000,000.00 per occurrence and shall add the District as an additional insured on any such insurance. While this Agreement is in force and effect, upon the request of the District, Twin City shall furnish proof of the existence and maintenance of the required insurance coverage.

7. **TERMINATION.** Unless otherwise agreed, in addition to the expiration hereof, this Agreement shall terminate, if either party shall provide the other party with one hundred twenty (120) days written notice of intent to terminate this Agreement.

8. **RELATIONSHIP OF PARTIES.** District and Twin City agree that Twin City is retained to provide transportation services to identified students from District locations to destinations approved by the District together with all necessary return trips. District and Twin City agree that Twin City may be furnished with general instructions in a format approved by Twin City concerning delivery times, routes and contacts, and such general instructions are not determinative of the method or mode for completing the requested service. Twin City agrees and understands that the relationship created by this Agreement between Twin City and District is solely one wherein Twin City is an independent contractor. District and Twin City agree that each party will be responsible for its own acts and results therefrom to the extent authorized by law and other party shall not be responsible for the acts or omissions of the other and/or the results thereof.

9. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties, their assigns, legal representatives, heirs or successors. Twin City shall not assign any right or obligation hereunder in whole or in part, without prior written consent of District thereto, and any attempt to do so shall be null and void.

10. AMENDMENT, MODIFICATION OR WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties bound or such party's duly authorized representative and specifying with particularity the nature and extent of such amendment, modification or waiver.

11. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements, negotiations, discussions and understandings between the parties hereto with respect to this subject matter.

IN WITNESS WHEREOF, the parties place their signatures with the intent to be bound hereby, and have caused this Agreement to be executed effective the day and year first set forth above.

TWIN CITY TRANSPORTATION, INC:



Thomas Reis, its President

07/19/2021

Date

DISTRICT:

Name

Title

Date

Schedule 1

Transportation Service Rates for :

Richfield School District 280

\$1.71 per minute

45 minute minimum per route AM/MD/PM

Route start at first student scheduled on the route and end of destination

Wheelchair lift equipped vehicle - \$10/route additional

Aide - \$24.50/hr 2hr minimum charge/route

3% management fee (routing, dispatch, billing, reports)

07/15/2021

NEW BUSINESS – FOR ACTION

Agenda Item VI.G

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 2, 2021

SUBJECT: BID AWARD - FRESH PRODUCE PRODUCTS

Recommended by the Superintendent that the Board of Education award the contract to Bix Produce for the Primary Vendor of Fresh Produce for school years of 2021-2023, with two (2) additional one-year district options for the 2023-2024, and 2024- 25 school years.

Background

(Prepared by Craig Holje and Michael Manning)

The district's incumbent provider, H. Brooks, ceased services during spring of 2021, thus requiring the district to order necessary produce items from several vendors to complete the year. Many of the local wholesalers have withdrawn from working with school district operations, including H. Brooks and Bergin Fruit and Nut.

Following the RFP process, the district recommends moving forward with the proposal from Bix Produce.

The rationale for this award is based on:

- Bix's performance in serving the district when required to fill in on short-notice following the operations disruption by incumbent H. Brooks.
- Bix was the only provider able to meet the district's requirement of Monday morning delivery to assure freshness (and least amount of spoilage)

Sourcing Process Summary

General Information

District:	ISD #280 – Richfield Public Schools	Date:	7/2021
Department:	Food Services	Category:	Fresh Produce (Food Services)

Process Notes

Component	
Process used:	<ul style="list-style-type: none"> Request for Proposal
Participating Vendors:	<ul style="list-style-type: none"> Bix Produce (Proposal submitted) Northwestern Fruit (No response) Russ Davis Wholesale (No response) Upper Lake (Formal notice of no quote)
Selection Criteria:	<ul style="list-style-type: none"> Quality of References / Reputation Quality of food safety protocol for communication and process/certifications for facility cleanliness Lowest total cost Pricing consistency (% of core items that will be fixed for school year) Ability to meet district process and product specifications as defined

Review Notes

- The district's incumbent provider, H. Brooks, ceased services during spring of 2021, thus requiring the district to order necessary produce items from several vendors to complete the year.
- Many of the local wholesalers have withdrawn from working with school district operations, including H. Brooks and Bergin Fruit and Nut.
- Upper Lake Foods withdrew from the process due to requirement of Monday delivery
 - This requirement was established to assure freshness and to avoid unnecessary produce spoilage over weekends.

Vendor Comparison

Vendor	Full Case Markup (Wholesale +)	Partial (Split) Case Markup (Wholesale +)	Fixed Price SKUs
Bix Produce	\$3.85 per case	(\$3.85 * % of case ordered) + \$2.00	25
Northwestern Fruit	N/A	N/A	N/A
Russ Davis Wholesale	N/A	N/A	N/A
Upper Lake Foods	N/A	N/A	N/A

Recommended Award

Following the RFP process, the district recommends moving forward with the proposal from Bix Produce.

The rationale for this award is based on:

- Bix's performance in serving the district when required to fill in on short-notice following the operations disruption by incumbent H. Brooks.
- Bix was the only provider able to meet the district's requirement of Monday morning delivery to assure freshness (and least amount of spoilage)